



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, August 1, 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
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Rose, Economic Development Director
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Dale Phipps, Police Chief
John Morris, Budget Director
Scott Boyd, Fire Chief

1. Call to Order
2. Roll Call
3. Kingsport Fire Department: Open Burn – Chris Vandagriff
4. Economic Development Update: John Rose
5. Review of items on August 2, 2022 Business Meeting Agenda
6. Adjourn

Next Work Session, Monday, August 22, 2022, 4:30 p.m.

BMA Report, August 2, 2022



Workers' Compensation, John Burkholder

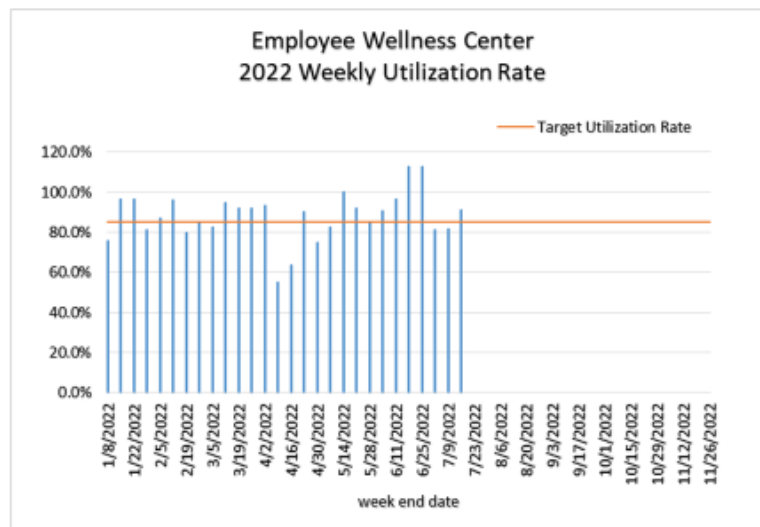
For the month of June 2022, the City had six workers' compensation claims. No City employees lost time. Kingsport City Schools submitted two workers' compensation claims. Neither of those claimants lost time.

Health Clinic Utilization by Month



Notes: Change from CareHere to Premise Health April 18, 2022

Health Clinic Utilization by Week



Health Clinic Utilization – by Day of Week/Hour



	07 AM	08 AM	09 AM	10 AM	11 AM	12 PM	01 PM	02 PM	03 PM	04 PM	05 PM
Mon	500%	67%	108%	89%	100%	92%	93%	91%	92%	100%	100%
Tue	117%	131%	96%	93%	98%	109%	113%	89%	90%	300%	
Wed			100%	95%	89%	100%	100%	94%	100%		
Thu			85%	86%	89%	91%	92%	93%	85%	89%	100%
Fri	63%	100%	80%	86%	100%	100%	100%				
Sat		88%	100%	89%	100%	100%					

Notes:

- Tan color represents client average, Red is high utilization
- Based on the chart, low utilization, aka available times, are early morning hours

City of Kingsport

August 2, 2022

Project Status in Pictures

1 Paving - East Lynn Garden

Paving crews are nearly complete in the East Lynn Garden area. Pictured is Forbes Street.

3 Civic Auditorium Ramp

The crew is currently working on the sidewalk leading to the ramp, along with mountable curb prep work.

2 Riverbend Park

Equipment is mobilizing to begin clearing the site, including tree and vegetation removal, soon.

4 KATS - Garage

Crews continue the site work and have started to lay foundation work and coordinate utility placement.



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 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	BMA approved awarding to Summers-Taylor and the contract documents have been executed. Another public hearing was held June 28th to re-engage the owners, tenants and public.
\$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	The TDOT requested addition of an historical/architectural assessment has been completed and submitted 4-21-22 to TDOT for review by the Cultural Resources Section.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Received NTP with Design Phase on 6/13/22. City has paid 20% match. Mattern & Craig has been given approval to proceed with Design Phase.
\$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	Right of Way plans have been submitted to TDOT. Working towards obtaining ROW Certification.
\$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.
\$1,200,000.00	Chad Austin	Washington Co Water Task Force - waterline extension	Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area.	8/31/2022	Engineering division is surveying project area
\$1,049,660.00	Michael Borders	MeadowView Roof Replacement	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center		Bid has been awarded to Genesis Roofing Co., Inc. and the contract has been executed. Currently scheduling pre construction meeting. Estimated completion date is 215 days after construction begins.
\$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	Design Underway.
\$952,601.98	Kitty Frazier	Riverbend Park - Phase 1		11/23/2022	Preconstruction conference was held on July 5. Construction expected to begin in late July.

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	Easements acquired.
\$690,000.00	David Frye/Schools	JFJ Stadium Lighting Improvements		7/30/2022	Project is complete except some punch list items. Musco will be performing the light startup on July 14.
\$393,285.00	Tom Hensley	Wwtp Digester Cleaning	Two Wastewater plant 75' digesters were last cleaned in 2004. Grit and solids have built up in these two tanks and causing problems pumping sludge from tanks to the dewatering centrifuges.		6/21/22 - AF to BMA to award contract to low bidder, Merrell Bros. Inc
\$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	6/30/2024	Scheduled for construction in FY24
	Borders, Michael	Collar Replacement	Collar replacement for all 18 holes at Cattails at Meadowview		No bids were received at bid opening. Staff is currently reevaluating project schedule and options.
	Chris Campbell	KATS Maintenance Facility Phase 2	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Underslab utility lines are being excavated.
	Chris Markley	Archives Move and Demo	Move Archives into the new city hall and demo existing Archives space, shelving, and cage at the Library.	7/22/2022	Demolition and removal of cage and shelving in old Archives is complete. Archives furniture scheduled to be delivered the week of August 5. Art Rack and textile racks to be delivered and installed by end of July
	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	Courts paved, shelter erected.
	Megan Krager	BMP Nature Center Balcony	Renovation of the Nature Center Balcony at Bays Mountain Park		Project will be bid out in August
	Michael Borders	Bays Mountain Park Amphitheater	Construction of new amphitheater at Bays Mountain		Design is currently under review by design project estimators for final construction cost estimates.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, August 2, 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
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Lisa Winkle, City Recorder/Treasurer
John Morris, Budget Director
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Dale Phipps, Police Chief
Scott Boyd, Fire Chief
Tyra Copas, Human Resources Director
John Rose, Economic Development Director

I. CALL TO ORDER

II.A PLEDGE OF ALLEGIANCE TO THE FLAG –

II.B INVOCATION – Pastor Chris Brown, Colonial Heights United Methodist

III.A ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. National Farmers Market Week – Alderman Phillips (Michael Borders)
2. Public Outreach Award – Water Services – Alderman Cooper (Chad Austin and Amanda McMullen)

IV.B. APPOINTMENTS

1. Appointments to the Neighborhood Advisory Commission (AF:121-2022) (Mayor Shull)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – July 18, 2022
2. Business Meeting – July 19, 2022

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:229-2022) (Chris McCartt)
 - Ordinance – First Reading
2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF:230-2022) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Amend the FY 2023 the General Purpose School Fund and the General Project Fund Budgets (AF:221-2022) (David Frye)
 - Ordinance – Second Reading and Final Adoption
2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:223-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
3. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF:224-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
4. Consideration of an Ordinance to Amend Section 6-218 of the City Code to Change the Hours of Beer Sales (AF:216-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. A Resolution to Amend the Agreement with Central Technologies, Inc., to Include All Schools in the Surveillance Camera System Upgrade Project (AF:227-2022) (David Frye)
 - Resolution

2. A Resolution to Approve Various Subrecipient Agreements and Authorizing the Mayor to Execute the Same (AF:226-2022) (Jessica McMurray)
 - Resolution
3. A Resolution to Authorize the City Recorder to Reconcile and Adjust Uncollectible Property Taxes for Tax Year 2011 (AF:222-2022) (Chris McCartt/Joe May)
 - Resolution

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

VII. CONSENT AGENDA

1. A Resolution Authorizing Agreements with Tennessee Department of Environment and Conservation Granting Certification to Review and Approve Local Water and Sewer Projects (AF:213-2022) (Ryan McReynolds)
 - Resolution
2. A Resolution to Rescind Award of Tire Recapping Services to Southern Tire Mart and Awarding the bid to Goodyear Tire & Rubber Co. (AF:232-2022) (Ryan McReynolds/Steve Leonard)
 - Resolution
3. A Resolution to Enter into a Lease with Kingsport Model Trains Project Inc. at Lynn View Community Center (AF:220-2022) (Michael Borders)
 - Resolution
4. A Resolution to Enter into an Agreement with Engage Kingsport to Administer a Cultural Arts Initiative (AF:235-2022) (Michael Borders)
 - Resolution
5. A Resolution Approving a Management Control Agreement between the Tennessee Bureau of Investigations and the City (AF:231-2022) (Chief Phipps)
 - Resolution
6. A Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a AAA Traffic Safety Grant for up to \$15,000 (AF:234-2022) (Chief Phipps)
 - Resolution
7. A Resolution Rescheduling the Meetings of the Board of Mayor and Aldermen in September, 2022 (AF:228-2022) (Chris McCartt)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointments to the Neighborhood Advisory Commission

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

Action Form No.: AF-121-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Commission
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to appoint the following to the Neighborhood Advisory Commission.

- Amy Provance to fulfill the unexpired term of Suzanne Burns
- Christy McMakin to fulfill the unexpired term of Katie Priester

If approved by the Board of Mayor and Aldermen the recommended table reflects term dates. The commission is comprised of twelve (12) members who are residents of and represent all of Kingsport. Terms are three years; no more than two consecutive terms.

Current Commission:			
Member	Term Expires	No. of Terms	Residing Neighborhood
Anitra Little	12/31/23	1	Midtown
Alanna Leonberg	12/31/23	1	Allandale
James Johnson, Jr.	12/31/22	Fulfilling unexpired term	Preston Forrest
Tammy Fannon	12/31/22	Fulfilling unexpired term	Lynn Garden
Suzanne Burns	12/31/22	1	Downtown
Jamie Jackson	12/31/22	2	Edinburgh
Shannon Morelock	12/31/23	1	Green Acres
Trey Darnell	12/31/23	1	Fairacres
Christie Gott	12/31/22	1	Amersham
Tiffany Hickman	12/31/24	1	Midtown
Theresa Ann Fanning	12/31/24	1	Preston Woods
Katie Priester	12/31/24	1	Colonial Heights

Recommended Commission			
Member	Term Expires	No. of Terms	Residing Neighborhood
Anitra Little	12/31/23	1	Midtown
Alanna Leonberg	12/31/23	1	Allandale
James Johnson, Jr.	12/31/22	Fulfilling unexpired term	Preston Forrest
Tammy Fannon	12/31/22	Fulfilling unexpired term	Lynn Garden
Amy Provance	12/31/22	Fulfilling unexpired term	Fairacres
Jamie Jackson	12/31/22	2	Edinburgh
Shannon Morelock	12/31/23	1	Green Acres
Trey Darnell	12/31/23	1	Fairacres
Christie Gott	12/31/22	1	Amersham
Tiffany Hickman	12/31/24	1	Midtown
Theresa Ann Fanning	12/31/24	1	Preston Woods
Christy McMakin	12/31/24	Fulfilling unexpired term	Green Acres

Attachments:

1. Amy Provance
2. Christy McMakin

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

Amy Provance

Linville Street (Fairacres)
Kingsport, TN 37660

amyprovance@yahoo.com

I have lived in Kingsport for 15 years and have been very involved in the community. My children have attended Kingsport City Schools. I have a passion for seeing Kingsport be successful and want to see people move here and stay here; see a thriving downtown community; services in place for the homeless and less fortunate and a safe community for my kids and grandkids.

I have volunteered on the PTA as well as at Bellafina Chocolates. I attend Christ Fellowship Church and have served in many capacities there. I am also the Treasurer of the Kingsport Medical Alliance.

Christy McMakin

Oakdale Road (Green Acres)
Kingsport, TN 37664

Christy_mcmakin@yahoo.com

I grew up in Kingsport; raised my four children here and now I'm watching my grandchildren grow up here. I have a heart for people and believe that kindness, compassion and proactive efforts can make a difference.

I have served on the board of Helps ministries, worked with food banks, domestic violence shelters and volunteered for Wild South Trail Maintenance in NC. I would love to serve in my hometown and be a part of making a difference in our community.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, July 18, 2022, 4:30 PM
City Hall, Boardroom, 415 Broad Street

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

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Jessica Harmon, Assistant City Manager
Bart Rowlett, 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
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** by Deputy City Recorder Angie Marshall.. Absent: Alderman James Phillips
3. **PARKS AND RECREATION ARPA PRESENTATION.** Parks and Recreation Manager Kitty Frazier gave a presented this item on possible updates to the greenbelt focusing on the river. Some discussion followed.
4. **SYNC SPACE UPDATE.** Heath Guinn gave a presentation on this item and what has been accomplished during the past year in Kingsport and the many benefits provided. There was some discussion.
5. **REVIEW OF AGENDA ITEMS ON THE JULY 19, 2022 REGULAR BUSINESS MEETING AGENDA.** City staff gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, July 18, 2022

VI.D.1 Execute an Agreement for the Employee Physical Wellness Program (AF: 185-2022). Deputy City Manager McReynolds discussed this program and the benefits it provides. Human Resources Director Copas provided further details. Discussion ensued.

VI.D.5 Bid Award to Pavewell Paving Co. for the 2022 Contracted Paving Area 28A and Authorize the Mayor to Sign All Applicable Documents (AF: 206-2022). City Manager McCartt stated Deputy City Manager McReynolds would give a detailed presentation on this item tomorrow night at the business meeting for the benefit of the public.

Mayor Shull commented on the Miss Kingsport and Miss Sullivan County pageant held yesterday.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:58 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
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PRESENT:

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Alderman Paul Montgomery

Alderman Tommy Olterman

City Administration

Chris McCartt, City Manager

Bart Rowlett, 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: Mayor Patrick W. Shull.

II.B. INVOCATION: Alderman Darrell Duncan.

III.A. ROLL CALL: By City Recorder Winkle. Absent: Alderman James Phillips.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Recognition of D. Bruce Shine – Mayor Shull and Representative Bud Hulse (Betsy Shine)
2. Keep Kingsport Beautiful Beautification Awards – Neil Brown

IV.B. APPOINTMENTS/REAPPOINTMENTS.

(These items are considered under one motion.)

Motion/Second: George/Olterman, to approve:

1. **Appointment to the Kingsport Public Library Commission** (AF: 200-2022) (Mayor Shull).

Approve:

APPOINTMENT OF MR. LUKE BROGDEN TO SERVE A THREE-YEAR TERM ON THE **KINGSPORT PUBLIC LIBRARY COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2025.

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, July 19, 2022**

2. Reappointments to the Parks and Recreation Advisory Committee
(AF: 201-2022) (Mayor Shull).

Approve:

REAPPOINTMENT OF BRADLEY T. HOOVER, BOB JACK AND PAM MAHAFFEY
TO SERVE ANOTHER THREE-YEAR TERM ON THE **PARKS AND RECREATION
ADVISORY COMMITTEE** EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31,
2025.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

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

- A. June 20, 2022 Regular Work Session
- B. June 21, 2022 Regular Business Meeting
- C. July 8, 2022 Called Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

**1. Amend FY23 General Purpose School Fund and the General
Project Fund Budgets** (AF: 221-2022) (David Frye).

Motion/Second: Montgomery/Duncan, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND
GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30,
2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Budget Adjustment for Various Funds in FY22 (AF: 223-2022)
(Chris McCartt).

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND
GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30,
2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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3. Budget Adjustment for Various Funds in FY23 (AF: 224-2022)
(Chris McCartt).

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Resolution to Opt-In to the Extended Hours for the Sale of Alcoholic Beverages and Beer (AF: 212-2022) (Chris McCartt).

Motion/Second: Olterman/Cooper, to pass:

Resolution No. 2023-002, A RESOLUTION TO OPT-IN AND ADOPT THE EXTENDED HOURS FOR THE SALE OF ALCOHOLIC BEVERAGES AND BEER WITHIN THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting “aye” except Montgomery voting “nay.”

5. Amend Section 6-218 of City Code to Change the Hours of Beer Sales (AF: 216-2022) (Chris McCartt).

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO AMEND CHAPTER SIX, ARTICLE III, SECTION 218 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATING TO HOURS OF OPERATION OF BEER SALES AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting “aye” except Montgomery voting “nay.”

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Zoning for Fieldcrest Annexation (AF: 184-2022) (Ken Weems).

Motion/Second: Montgomery/Duncan, to pass:

ORDINANCE NO. 7027, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FIELDCREST ROAD FROM COUNTY A-1, GENERAL AGRICULTURAL DISTRICT, TO PD (PLANNED DEVELOPMENT DISTRICT), R-3 (LOW DENSITY APARTMENT DISTRICT), R-5 (HIGH DENSITY APARTMENT DISTRICT) AND B-1 (NEIGHBORHOOD BUSINESS DISTRICT).IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Budget Adjustment for Various Funds in FY22 (AF: 192-2022)
(Chris McCartt).

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Motion/Second: Duncan/Montgomery, to pass:

ORDINANCE NO. 7028, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Amend Water Fund Budget for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 (AF: 207-2022) (Ryan McReynolds)

Motion/Second: Montgomery/George, to pass:

ORDINANCE NO. 7029, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, TO AMEND THE WATER BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, TO DELAY THE IMPLEMENTATION OF THE NEW WATER RATE UNTIL AUGUST 1, 2022 AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Amend Sewer Fund Budget for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 (AF: 208-2022) (Ryan McReynolds)

Motion/Second: Montgomery/Cooper, to pass:

ORDINANCE NO. 7030, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, TO AMEND THE SEWER BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, TO DELAY THE IMPLEMENTATION OF THE NEW SEWER RATE UNTIL AUGUST 1, 2022 AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Execute an Agreement for the Employee Physical Wellness Program (AF: 185-2022) (Tyra Copas).

Motion/Second: Duncan/Montgomery, to pass:

Resolution No. 2023-003, A RESOLUTION AUTHORIZING AN AGREEMENT WITH MEDFIT, LLC FOR EMPLOYEE PHYSICAL WELLNESS SERVICES 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.”

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2. Renew MOU with Camelot Care Centers, Inc. for Kingsport City Schools and Authorize the Mayor to Sign All Applicable Documents (AF: 202-2022) (David Frye).

Motion/Second: Duncan/Olterman, to pass:

Resolution No. 2023-004, A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS, INC. FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

Passed: All present voting “aye.”

3. Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorize the Mayor to Sign All Applicable Documents (AF: 203-2022) (David Frye).

Motion/Second: Olterman/George, to pass:

Resolution No. 2023-005, A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH TO PROVIDE COUNSELING SERVICES FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye” except Montgomery who abstained.

4. Approve Addendum 8 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorize the Mayor to Sign All Applicable Documents (AF: 215-2022) (David Frye).

Motion/Second: Duncan/Olterman, to pass:

Resolution No. 2023-006, A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC, FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

5. Bid Award to Pavewell Paving Co. for the 2022 Contracted Paving Area 28A and Authorize the Mayor to Sign All Applicable Documents (AF: 206-2022) (Ryan McReynolds).

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Motion/Second: George/Olterman, to pass:

Resolution No. 2023-007, A RESOLUTION AWARDING THE BID FOR THE CONTRACTED PAVING – AREA 28A PROJECT TO PAVEWELL PAVING COMPANY 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. Agreement with Tri-Cities United for the Use of Eastman Park at Horse Creek (AF: 175-2022) (Michael Borders).

Pass:

Resolution No. 2023-008, A RESOLUTION APPROVING AN AGREEMENT WITH TRI-CITIES UNITED FOR THE USE OF EASTMAN PARK AT HORSE CREEK 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 and Shull voting “aye.”

2. Sign Agreement with Tri-Cities United for Concession Rights at Eastman Park at Horse Creek (AF: 178-2022) (Michael Borders).

Pass:

Resolution No. 2023-009, A RESOLUTION APPROVING AN AGREEMENT WITH TRI-CITIES UNITED FOR CONCESSION RIGHTS AT EASTMAN PARK AT HORSE CREEK 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 and Shull voting “aye.”

3. Apply for and Receive Grant for \$26,137 from the Department of Justice FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (AF: 204-2022) (Chief Phipps).

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Pass:

Resolution No. 2023-010, A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2022 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

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

4. Execute a Signatory Authority Form Allowing the Chief of Police or His Designee to Electronically Complete the Grant Application, Acceptance and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY22 (AF: 205-2022) (Chief Phipps).

Pass:

Resolution No. 2023-011, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER TO THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE RECEIPT OF GRANT FUNDS

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

5. Authorize Kingsport City Attorney to Execute and File Applications and Necessary Documents for Federal Assistance on Behalf of the City of Kingsport (AF: 214-2022) (Chris McCartt).

Pass:

Resolution No. 2023-012, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DESIGNATION OF SIGNATURE AUTHORITY FOR THE FEDERAL TRANSIT AWARD MANAGEMENT SYSTEM 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 and Shull voting "aye."

6. Approve Area Agency on Aging and Disability Grant for FY22-23 (AF: 210-2022) (Shirley Buchanan).

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Pass:

Resolution No. 2023-013, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE AND RECEIVE THE PASS THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2022-2023

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

7. Approve West End Foundation Grant and Ratify the Mayor's Signature (AF: 211-2022) (Shirley Buchanan).

Pass:

Resolution No. 2023-014, A RESOLUTION APPROVING A GRANT CONTRACT WITH WEST END HOME FOUNDATION FOR THE RECEIPT OF A DIGITAL LITERACY GRANT, RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO CARRY OUT THE PURPOSE OF THE GRANT CONTRACT AND THIS RESOLUTION

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

8. Combine the Carousel Division Part-Time Position and the Cultural Arts Division Part-Time Position to One Full-Time Position (AF: 218-2022) (Michael Borders).

Pass:

Resolution No. 2023-015, A RESOLUTION COMBINING TWO PART TIME POSITIONS INTO ONE FULL TIME POSITION FOR KINGSFORT LEISURE SERVICES

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

9. Approve an Agreement between Bays Mountain Park Association and the City of Kingsport for Event Registration and Ticket Sales through CivicRec (AF: 219-2022) (Michael Borders).

Pass:

Resolution No. 2023-016, A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE BAYS MOUNTAIN PARK ASSOCIATION AND THE CITY FOR EVENT REGISTRATION AND TICKET SALES TO BE CONDUCTED THROUGH CIVICREC 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 and Shull voting "aye."

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10. Authorize the Mayor to Sign an Agreement with the Kingsport Tribe Youth Football and Cheer for the Use of Facilities and to Approve a One-Time Appropriation (AF: 217-2022) (Michael Borders).

Pass:

Resolution No. 2023-017, A RESOLUTION APPROVING A FACILITIES USE AGREEMENT WITH KINGSFORT TRIBE YOUTH FOOTBALL AND CHEER 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 and Shull voting "aye."

11. Accept an In-Kind Donation of Services from Enviro-Goat LLC and Authorize the Mayor to Execute an Amendment to the Current Agreement (AF: 225-2022) (John Rose/Chris McCartt).

Pass:

Resolution No. 2023-018, A RESOLUTION ACCEPTING AN IN-KIND DONATION OF SERVICES FROM ENVIRO-GOAT, LLC AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT FOR THE SAME

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

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt thanked Deputy City Manager McReynolds and Assistant City Manager Borders for their efforts on the items involving youth sports. He also mentioned Funfest and how much goes into this event to make it successful, noting contributions from the private sector, volunteers and city employees.

B. MAYOR AND BOARD MEMBERS. Alderman Montgomery stated he was pleased that Bruce Shine was recognized earlier as he was a friend to all and made great contributions to the community. He also commented on the Parks and Recreation presentation at the work session yesterday, stating he appreciated the vision and it was very well done. Alderman Olterman stated he received a note from Alderman Phillips that he was watching the meeting and the board looked good in their Funfest shirts. Alderman Duncan acknowledged Visit Kingsport and listed the many youth sports events that were held recently and having an 8-10 million dollar economic impact for the city. Alderman Cooper commented on the employee physical wellness program as well as the parks and rec presentation yesterday. She also mentioned the street fair held last weekend and the input received from newcomers to the area, encouraging citizens not to take these special events for granted. Vice-Mayor George also

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commented on Funfest and thanked the public works department, noting she continues to hear good comments from city employees. She mentioned several of the upcoming Funfest events throughout the week as well as the concert series to be held at Allandale on Thursday nights in August. The Vice-Mayor also pointed out she had recently received positive feedback on the new skate park. Mayor Shull mentioned early voting in the county election ends on July 30 with the election on August 4. He pointed out the Funfest schedule of events was available online. The mayor also noted economic development activity was picking up and Move2Kingsport was also going well. Lastly he commented the sales tax numbers for May came in higher than last year and what was even projected.

C. VISITORS. Mr. Leon Hatch spoke about traffic concerns in his neighborhood.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:15 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-229-2022
 Work Session: August 1, 2022
 First Reading: August 2, 2022

Final Adoption: August 23, 2022
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Fund budget is being increased by \$630,046.00 by increasing the Gross Receipts revenue line (110-0000-315.10-00) by \$448,258.00, the Engineering Fees line (110-0000-348.80-00) by \$89,388.00, the First Responder line (110-0000-333.20-20) by \$92,400.00, and by appropriating to the Future Appropriations line (110-4890-901.60-01) in the amount of \$30,046.00, to the To Aquatic Center Fund (110-4804-481.70-39) in the amount of \$200,000.00, and to the To Solid Waste Mgmt line (110-4804-481.70-22) in the amount of \$400,000.00.

The Regional Sales Tax Fund budget is being reduced by reducing the Conference Center line (130-0000-313.11-00) by \$10,000.00, and by transferring \$150,000.00 from the To Aquatic Center line (130-4804-481.70-39) to the To Meadowview line (130-4804-481.70-26) in the amount of \$98,484.00 and to the To Cattails @ Meadowview line (130-4804-481.70-27) in the amount of \$41,516.00.

The Solid Waste Fund budget is being increased by appropriating \$400,000.00 to the From General Fund line (415-0000-391.01-00), reducing the From Fund Balance line (415-0000-392.01-00) by \$23,971.00 and increasing the Equipment line (415-4023-462.90-04) by \$376,029.00.

Executive Summary Continued

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: *zw*

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

The Aquatic Center Fund budget is being increased by \$50,000.00 by reducing the From Regional Sales Tax line (419-0000-391.25-00) by \$150,000.00 and by increasing the From General Fund line by \$200,000.00 and by increasing the Food & Supply Purchases line by \$50,000.00.

The Meadowview Conference Center Fund is being increased by \$23,484.00 by appropriating \$98,484.00 to the From Regional Sales Tax Fund line (420-0000-391.25-00) and reducing the From Fund Balance line (420-0000-392.01-00) by \$75,000.00, and increasing the Meadowview Conference Ctr line (420-5001-501.80-39) by \$23,484.00.

The Cattails Golf Course Fund is being increased by increasing the From Regional Sales Tax line (421-0000-391.25-00) by \$41,516.00, and increasing the Landscaping line (421-5076-508.30-51) by \$41,516.00.

The Risk Management Fund is being increased by appropriating \$200,000.00 from Fund Balance Apprpr (615-0000-392.01-00) and increasing the Insurance Claims line (615-1705-413.51-00) by \$200,000.00.

The Health Insurance Fund is being increased by appropriating \$525,000.00 from Fund Balance Apprpr (625-0000-392.01-00) and increasing the Insurance Claims line (625-1704-413.51-00) by \$525,000.00.

The Retirees Health Insurance Fund is being increased by appropriating \$135,000.00 from Fund Balance Apprpr (626-0000-392.01-00) and increasing the Insurance Claims line (626-1704-413.51-00) by \$135,000.00.

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 increased by \$630,046 by increasing the Gross Receipts revenue line (110-0000-315.10-00) by \$448,258, the Engineering Fees line (110-0000-348.80-00) by \$89,388, the First Responder line (110-0000-333.20-20) by \$92,400, and by appropriating to the Future Appropriations line (110-4890-901.60-01) in the amount of \$30,046, to the To Aquatic Center Fund (110-4804-481.70-39) in the amount of \$200,000, and to the To Solid Waste Mgmt line (110-4804-481.70-22) in the amount of \$400,000.

SECTION II. That the Regional Sales Tax Fund budget be reduced by reducing the Conference Center line (130-0000-313.11-00) by \$10,000, and by transferring \$150,000 from the To Aquatic Center line (130-4804-481.70-39) to the To Meadowview line (130-4804-481.70-26) in the amount of \$98,484 and to the To Cattails @ Meadowview line (130-4804-481.70-27) in the amount of \$41,516.

SECTION III. That the Solid Waste Fund budget be increased by appropriating \$500,000 to the From General Fund line (415-0000-391.01-00), reducing the From Fund Balance line (415-0000-392.01-00) by \$23,971 and increasing the Equipment line (415-4023-462.90-04) by \$476,029.

SECTION IV. That the Aquatic Center Fund budget be increased by \$50,000 by reducing the From Regional Sales Tax line (419-0000-391.25-00) by \$150,000 and by increasing the From General Fund line by \$200,000 and by increasing the Food & Supply Purchases line by \$50,000.

SECTION V. That the Meadowview Conference Center Fund be increased by \$23,484 by appropriating \$98,484 to the From Regional Sales Tax Fund line (420-0000-391.25-00) and reducing the From Fund Balance line (420-0000-392.01-00) by \$75,000 and increasing the Meadowview Conference Ctr line (420-5001-501.80-39) by \$23,484.

SECTION V. That the Cattails Golf Course Fund be increased by increasing the From Regional Sales Tax line (421-0000-391.25-00) by \$41,516, and increasing the Landscaping line (421-5076-508.30-51) by \$41,516.

SECTION VI. That the Risk Management Fund is being increased by appropriating \$200,000 from Fund Balance Appopr (615-0000-392.01-00) and increasing the Insurance Claims line (615-1705-413.51-00) by \$200,000.

SECTION VII. That the Health Insurance Fund be increased by appropriating \$525,000 from Fund Balance Appopr (625-0000-392.01-00) and increasing the Insurance Claims line (625-1704-413.51-00) by \$525,000.

SECTION VIII. The Retirees Health Insurance Fund be increased by appropriating \$135,000 from Fund Balance Appopr (626-0000-392.01-00) and increasing the Insurance Claims line (626-1704-413.51-00) by \$135,000.

Account Number/Description:**General Fund: 110****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-315.10-00 Gross Receipts Tax	1,525,743	448,258	1,974,001
110-0000-333.20-20 First Responders	0	92,400	92,400
110-0000-348.80-00 Engineering Fees	366,937	89,388	456,325
Total:	1,892,680	630,046	2,522,726

Expenditures:

	\$	\$	\$
110-4804-481.70-22 To Solid Waste Fund	2,200,000	400,000	2,600,000
110-4804-481.70-39 To Aquatic Center Fund	0	200,000	200,000
110-4890-901.60-01 Future Appropriations	0	30,046	30,046
Total:	2,200,000	630,046	2,830,046

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
130-0000-313.11-00 Conference Center	4,477,070	(10,000)	4,467,070
130-0000-361.10-00 Earnings on Investments	12	0	12
Total:	4,477,082	(10,000)	4,467,082

Expenditures:

	\$	\$	\$
130-4804-481.70-26 To Meadowview Fund	2,050,000	98,484	2,148,484
130-4804-481.70-27 To Cattails @ Meadowview	165,300	41,516	206,816
130-4804-481.70-39 To Aquatic Center Fund	2,261,782	(150,000)	2,111,782
Total:	4,477,082	(10,000)	4,467,082

Solid Waste Fund: 415**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
415-0000-391.01-00 From General Fund	2,200,000	400,000	2,600,000
415-0000-392.01-00 From Fund Balance	23,971	(23,971)	0
Total:	2,223,971	376,029	2,600,000

Expenditures:

	\$	\$	\$
415-4023-462.90-04 Equipment	0	376,029	376,029
Total:	0	376,029	376,029

Aquatic Center Fund: 419

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
419-0000-391.01-00 From General Fund	0	200,000	200,000
419-0000-391.25-00 From Regional Sales Tax	2,261,593	(150,000)	2,111,593
Total:	2,261,593	50,000	2,311,593

Expenditures:

	\$	\$	\$
419-5022-507.31-90 Food & Supply Purchases	84,643	50,000	134,643
Total:	89,964	50,000	134,643

Meadowview Conference Center Fund: 420

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
420-0000-391.25-00 From Regional Sales Tax	2,050,000	98,484	2,148,484
420-0000-392-01-00 From Fund Balance	75,000	(75,000)	0
Total:	2,125,000	23,484	2,148,484

Expenditures:

	\$	\$	\$
420-5001-501.80-39 Meadowview Conference Ctr	381,000	23,484	404,484
Total:	381,000	23,484	404,484

Cattails Golf Course Fund: 421

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
421-0000-391.25-00 From Regional Sales Tax	165,300	41,516	206,816
Total:	165,300	41,516	206,816

Expenditures:

	\$	\$	\$
421-5076-508.30-51 Landscaping	1,000	41,516	42,516
Total:	1,000	41,516	42,516

Risk Management Fund: 615**Revenues:**

615-0000-392.01-00 From Fund Balance

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	13,645	200,000	213,645
Total:	13,645	200,000	213,645

Expenditures:

615-1705-413.51-00 Insurance Claims

	\$	\$	\$
	655,650	200,000	855,650
Total:	655,650	200,000	855,650

Health Insurance Fund: 625**Revenues:**

625-0000-392.01-00 From Fund Balance

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	3,557	525,000	528,557
Total:	3,557	525,000	528,557

Expenditures:

625-1704-413.51-00 Insurance Claims

	\$	\$	\$
	7,500,000	525,000	8,025,000
Total:	7,500,000	525,000	8,025,000

Retirees Health Insurance Fund: 626**Revenues:**

626-0000-392.01-00 From Fund Balance

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	135,000	135,000
Total:	0	135,000	135,000

Expenditures:

625-1704-413.51-00 Insurance Claims

	\$	\$	\$
	750,000	135,000	885,000
Total:	750,000	135,000	885,000

SECTION IX. 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:

RODNEY ROWLETT, City Attorney

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



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY23

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

Action Form No.: AF-230-2022
 Work Session: August 1, 2022
 First Reading: August 2, 2022

Final Adoption: August 23, 2022
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Fund budget is being amended by transferring \$60,000.00 from the Future Appropriations line (110-4890-901.60-01) to the KHA Redevelopment line (110-1005-405.80-20) for the purchases of 1102 Oak Street and by transferring \$12,000.00 from the Future Appropriations line (110-4890-901.60-01) to the Keep Kingsport Beautiful line (110-1005-405.80-17) for contracted upkeep of the Greenbelt.

The General Project-Special Revenue Fund budget is being amended by appropriating a Senior Digital Literacy grant from the West End Home Foundation to the Senior Digital Literacy project (NC2306) in the amount of \$124,142.00.

Attachments:

1. Ordinance

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	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2023; 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 \$60,000 from the Future Appropriations line (110-4890-901.60-01) to the KHA Redevelopment line (110-1005-405.80-20) for the purchases of 1102 Oak Street and by transferring \$12,000 from the Future Appropriations line (110-4890-901.60-01) to the Keep Kingsport Beautiful line (110-1005-405.80-17) for contracted upkeep of the Greenbelt.

SECTION II. That the General Project-Special Revenue Fund budget be amended by appropriating a Senior Digital Literacy grant from the West End Home Foundation to the Senior Digital Literacy project (NC2306) in the amount of \$124,142.

<u>Fund 110: General Fund</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Expenditures:</u>	\$	\$	\$
110-1005-405.80-17 Keep Kingsport Beautiful	45,000	12,000	57,000
110-1005-405.80-20 KHA Redevelopment	30,000	60,000	90,000
110-4890-901.60-01 Future Appropriations	72,000	(72,000)	0
Total:	147,000	0	147,000

<u>Fund 111: Gen Project-Special Revenue Fund</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Senior Digital Literacy (NC2306)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-364.30-00 From Non-Profit Groups	0	124,142	124,142
Total:	0	124,142	124,142
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tool	0	124,142	124,142
Total:	0	124,142	124,142

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2023 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-221-2022
 Work Session: July 18, 2022
 First Reading: July 19, 2022

Final Adoption: **August 2, 2022**
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the ordinance.

Executive Summary:

The Board of Education approved fiscal year 2023 budget amendment number one at their meeting on July 12, 2022. This amendment increases the General Purpose School Fund budget by \$825,000.00. The estimated revenue for Fund Balance Appropriations is being increased by \$825,000.00 and the appropriations for Building Improvements is being increased by \$100,000.00 and Fund Transfers is being increased by \$725,000.00. The Building Improvements funds will be used to upgrade the audio-visual equipment in the Tennessee Room. The remaining funds of \$725,000.00 will be transferred to the General Project Fund to provide funding for video camera replacements throughout the school system. This project will replace all outdated analog video cameras with current technology ip cameras. This amendment will add to the previously established KCS Security/Technology Upgrades to provide total funding of \$943,200.00

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS
FOR THE FISCAL YEAR ENDING JUNE 30, 2023; 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 Fund Balance Appropriations by \$825,000. The expenditure budget will be amended by increasing the appropriations Building Improvements by \$100,000 and for Fund Transfers for the School Security Upgrades by \$725,000. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the School Security/Technology Upgrade project (GP2220) by \$725,000.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-390-0000 Fund Balance Appropriations	0	825,000	825,000
<i>Totals</i>	0	825,000	825,000

<u>Expenditures:</u>	\$	\$	\$
141-7650-871-0707 Building Improvements	325,000	100,000	425,000
141-7950-881-0590 Fund Transfers	185,400	725,000	910,400
<i>Totals</i>	510,400	825,000	1,335,400

Fund 311: General Project Fund

**School Security/Technology Upgrades Project
(GP2220)**

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	218,200	725,000	943,200
<i>Total:</i>	218,200	725,000	943,200

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-9004 Equipment	218,200	725,000	943,200
<i>Total:</i>	218,200	725,000	943,200

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

ATTEST:

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

ANGELA MARSHAL, Deputy City Recorder

RODNEY B. ROWLETT, III, 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-223-2022
 Work Session: July 18, 2022
 First Reading: July 19, 2022

Final Adoption: **August 2, 2022**
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Project Fund is being amended by transferring \$3,591.00 from the General Projects project (GP1750) to the Bays Mtn Exhibits project (GP2206), and by transferring \$9,586.00 from the Transit Center project (GP1718) to the Transit Garage project (GP1727). Close GP175 and GP1718.

The Solid Waste Project Fund is being amended by transferring \$5,031.00 from the Demolition Landfill project (DL2201) to the Landfill New Cell Construction project (DL2000). This will allow us to close out DL2000.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

ORDINANCE NO.

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 General Project Fund be amended by transferring \$3,591 from the General Projects project (GP1750) to the Bays Mtn Exhibits project (GP2206), and by transferring \$9,586 from the Transit Center project (GP1718) to the Transit Garage project (GP1727). Close GP1750 and GP1718.

SECTION II. That the Solid Waste Project Fund be amended by transferring \$5,031 from the Demolition Landfill project (DL2201) to the Landfill New Cell Construction project (DL2000). Close DL2000.

Account Number/Description:

General Project Fund: 311

General Projects (GP1750)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	25,000	0	25,000
311-0000-368.10-66 Series 2019 GO Improvment	135,007	0	135,007
311-0000-368.21-01 Premium From Bond Sale	4,158	0	4,158
311-0000-391.01-00 From General Fund	30,221	(3,591)	26,630
Total:	194,386	(3,591)	190,795

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	16,400	0	16,400
311-0000-601.20-22 Construction Contracts	19,437	0	19,437
311-0000-601.20-23 Arch/Eng/Landscaping Serv	30,613	(3,591)	27,022
311-0000-601.30-20 Operating Supplies & Tool	5,039	0	5,039
311-0000-601.90-03 Improvements	122,897	0	122,897
Total:	194,386	(3,591)	190,795

Bays Mtn Exhibits (GP2206)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	345,188	0	345,188
311-0000-391.01-00 From General Fund	0	3,591	3,591
311-0000-368.21-01 Premium From Bond Sale	33,901	0	33,901
Total:	379,089	3,591	382,680

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	5,050	0	5,050
311-0000-601.40-41 Bond Sale Expense	4,089	0	4,089
311-0000-601.90-03 Improvements	369,950	3,591	373,541
Total:	375,000	3,591	382,680

Transit Center (GP1718)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.20-00 Federal Rev/UMTA Section 9	4,646,400	0	4,646,400
311-0000-332.90-00 Dept. of Transportation	580,800	0	580,800
311-0000-368.10-54 Series 2016 GO (Nov 4)	391,188	0	391,188
311-0000-368.10-55 Series 2017 A GO Bonds	25,300	0	25,300
311-0000-368.21-01 Premium From Bond Sale	29,108	0	29,108
311-0000-391.01-00 From General Fund	148,086	(9,586)	138,500
Total:	5,820,882	(9,586)	5,811,296

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	714,589	0	714,589
311-0000-601.40-41 Bond Sale Expense	3,996	0	3,996
311-0000-601.90-01 Land	517,342	0	517,342
311-0000-601.90-03 Improvements	4,584,955	(9,586)	4,575,369
Total:	5,820,882	(9,586)	5,811,296

Transit Garage (GP1727)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	5,056,907	0	5,056,907
311-0000-368.10-54 Series 2016 GO (Nov 4)	13,530	0	13,530
311-0000-368.10-55 Series 2017 A GO Bonds	588,415	0	588,415
311-0000-368.10-56 GO Bonds Series 2018 A	86,060	0	86,060
311-0000-368.21-01 Premium From Bond Sale	30,332	0	30,332
311-0000-391.01-00 From General Fund	508,596	9,586	518,182
Total:	6,283,840	9,586	6,293,426

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	5,417,382	9,586	5,426,968
311-0000-601.20-23 Arch/Eng/Landscaping	226,870	0	226,870
311-0000-601.40-41 Bond Sale Expense	6,787	0	6,787
311-0000-601.90-03 Improvements	632,801	0	632,801
Total:	6,283,840	9,586	6,293,426

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
455-0000-391.05-30 2014 A GO Bonds	484,264	0	484,264
455-0000-391.13-00 From Solid Waste Fund	512,893	5,031	517,924
Total:	997,157	5,031	1,002,188

Expenditures:

	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	262,158	0	262,158
455-0000-601.90-03 Improvements	734,999	5,031	740,030
Total:	997,157	5,031	1,002,188

Demolition Landfill (DL2201)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
455-0000-391.05-30 2014 A GO Bonds	10,385	0	10,385
455-0000-391.13-00 From Solid Waste Fund	292,843	(5,031)	287,812
Total:	303,228	(5,031)	298,197

Expenditures:

	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	15,000	0	15,000
455-0000-601.90-04 Equipment	288,228	(5,031)	283,197
Total:	303,228	(5,031)	298,197

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY23

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

Action Form No.: AF-224-2022
 Work Session: July 18, 2022
 First Reading: July 19, 2022

Final Adoption: **August 2, 2022**
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Projects-Special Revenue Project Fund is being amended to transfer \$58,086 from the Lynn Garden Repaving project (NC2210) to the Parking Lot Repaving project (NC2211), to accept a \$3,000 Special Opportunities Grant from the Tennessee Art Commission to the TAC Special Opportunities project (NC2304), and to accept a \$5,000 Grant from the Appalachian Resource Conservation and Development Council to the Farmacy Fit project (NC2305).

The Stormwater Fund budget is being increased by \$170,000 to provide funding to the Stormwater Project Fund to set up the Stormwater ARPA Match project (ST2300).

The Justice Assistance Grant Fund is being increased to accept a \$26,137 grant from the Department of Justice/Bureau of Justice Assistance to the Justice Assist/Technology project (JG2300).

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Ann*

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	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by transferring \$58,086 from the Lynn Garden Repaving project (NC2210) to the Parking Lot Repaving project (NC2211), to accept a \$3,000 Special Opportunities Grant from the Tennessee Art Commission to the TAC Special Opportunities project (NC2304), and to accept a \$5,000 Grant from the Appalachian Resource Conservation and Development Council to the Farmacy Fit project (NC2305).

SECTION II. That the Stormwater Fund budget be increased by \$170,000 to provide funding to the Stormwater Project Fund to set up the Stormwater ARPA Match project (ST2300).

SECTION III. That the Justice Assistance Grant Fund be increased by accepting a \$26,137 grant from the Department of Justice/Bureau of Justice Assistance to the Justice Assist/Technology project (JG2300).

Fund 111: Gen Project-Special Revenue Fund

Lynn Garden Repaving (NC2210)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	500,000	(58,086)	441,914
Total:	500,000	(58,086)	441,914
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	500,000	(58,086)	441,914
Total:	500,000	(58,086)	441,914

Parking Lot Repaving (NC2211)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	50,000	58,086	108,086
Total:	50,000	58,086	108,086
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	50,000	58,086	108,086
Total:	50,000	58,086	108,086

TAC Special Opportunities (NC2304)**Revenues:**

111-0000-332.32-00 TN Arts Commission

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	3,000	3,000
Total:	0	3,000	3,000

Expenditures:

111-0000-601.20-20 Professional/Consultant

	\$	\$	\$
	0	3,000	3,000
Total:	0	3,000	3,000

Farmacy Fit (NC2305)**Revenues:**

111-0000-368.99-00 Miscellaneous

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	5,000	5,000
Total:	0	5,000	5,000

Expenditures:

111-0000-601.20-20 Professional/Consultant

	\$	\$	\$
	0	5,000	5,000
Total:	0	5,000	5,000

Fund 417: Stormwater Fund**Revenues:**

417-0000-392.01-00 Fund Balance Appropr

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	170,000	170,000
Total:	0	170,000	170,000

Expenditures:

417-6996-696.76-05 To Stormwater Project Fund

	\$	\$	\$
	0	170,000	170,000
Total:	0	170,000	170,000

Fund 457: Stormwater Project Fund**Stormwater ARPA Match (ST2300)****Revenues:**

457-0000-391.95-00 Storm Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	170,000	170,000
Total:	0	170,000	170,000

Expenditures:

457-0000-622.20-20 Professional/Consultant

	\$	\$	\$
	0	170,000	170,000
Total:	0	170,000	170,000

Fund 134: Justice Assist Grant Fund
Justice Assist/Technology (JG2300)

Revenues:

134-0000-331.45-37 Bureau of Justice/JAG

\$	\$	\$
0	26,137	26,137
0	26,137	26,137

Totals:

Expenditures:

134-3030-443.90-06 Purchases \$5,000 & Over

0	26,137	26,137
0	26,137	26,137

Totals:

SECTION IV. 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:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Section 6-218 of the City Code to Change the Hours of Beer Sales

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

Action Form No.: AF-216-2022
 Work Session: July 18, 2022
 First Reading: July 19, 2022

Final Adoption: **August 2, 2022**
 Staff Work By: Bart Rowlett
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The Kingsport Beverage Board has recommended the code of ordinances be amended the hours for the sale of beer on Sunday.

Pursuant to Tennessee Code Annotated section 57-4-203(d)(5), the board passed Resolution No. 2002-049 which had the effect of opting out of extended hours for sale of alcoholic beverages and beer. As a result beer sales were prohibited from 3:00 a.m. until 12:00 p.m.

Since the passage of Resolution No. 2002-049 there have been various changes to the state's alcoholic beverage and beer laws.

Based on citizen requests to align the sale of beer with the sale of wine in grocery stores and in order to make beer sales in Kingsport more comparable with surrounding jurisdictions the Kingsport Beverage Board, at its meeting on July 5, 2022, voted to recommend the Board of Mayor and Aldermen changing the hours of beer sales on Sunday mornings from 12:00 p.m. to 10:00 a.m.

This Ordinance along with the passage of a resolution to opt-in to the extended hours will effectuate that request.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER SIX, ARTICLE III,
SECTION 218 OF THE CODE OF ORDINANCES, CITY OF
KINGSPORT, TENNESSEE, RELATING TO HOURS OF
OPERATION OF BEER SALES AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Chapter Six, Article III, Section 218 of the Code of Ordinances,
City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 6-218. - Hours of operation.

It shall be unlawful for any permit holder to sell, furnish, dispose of or give or cause to be sold,
furnished, disposed of or given beer between the hours of 3:00 a.m. and 8:00 a.m. on weekdays or
between the hours of 3:00 a.m. and 10:00 a.m. on Sundays. No beer shall be consumed or opened
for consumption on or about any premises permitted under this division, in either bottle, glass or other
container after 3:15 a.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:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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



AGENDA ACTION FORM

A Resolution to Amend the Agreement with Central Technologies, Inc., to Include All Schools in the Surveillance Camera System Upgrade Project

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

Action Form No.: AF-227-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

On June 21, 2022 the board passed Resolution No. 2022-217 which authorized an agreement with Central Technologies for upgrades to the Kingsport City School's surveillance camera system. The scope of services was for the base bid in the amount of \$180,713.88 and the Ross N. Robinson component of alternate bid 1 in the amount of \$68,430.99 for a total contract amount of \$249,144.87.

The administration for Kingsport City Schools now desires to complete the upgrade for the school system utilizing the remaining components of Alternate Bid 1 and Alternate Bid 2. The administration recommends approving an addendum to be issued to Central Technologies which will increase the agreement by a total of \$724,562.91.

The cost of the equipment and installation at each school is as follows:

Dobyns-Bennett HS	\$333,640.25
Sevier MS	\$55,631.95
Jackson ES	\$66,651.76
Washington ES	\$34,668.05
Roosevelt ES	\$37,878.64
Kennedy ES	\$43,915.24
Lincoln ES	\$55,047.06
Johnson ES	\$43,649.86
Jefferson ES	\$53,480.10

Funding for this project will come from the School Security/Technology Upgrades Project GP2220.

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: *aw*

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

RESOLUTION NO. _____

A RESOLUTION AMENDING THE AGREEMENT WITH CENTRAL TECHNOLOGIES, INC. FOR THE KINGSPORT CITY SCHOOLS SURVEILLANCE CAMERA SYSTEM UPGRADE PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on June 21, 2022 the board passed Resolution No. 2022-217 which authorized an agreement with Central Knox, Inc., d/b/a Central Technologies, Inc. for upgrades to the Kingsport City School's surveillance camera system; and

WHEREAS, the scope of services to be performed was for those services contained within the base bid in the amount of \$180,713.88 and the Ross N. Robinson Middle School component of alternate bid 1 in the amount of \$68,430.99; and

WHEREAS, Kingsport City Schools now desires to complete the entire surveillance camera system upgrade project to include the installation of new cameras and related equipment at Dobyns-Bennett High School, Sevier Middle School, Jackson Elementary School, Jefferson Elementary School, Johnson Elementary School, Kennedy Elementary School, Lincoln Elementary School, Roosevelt Elementary School, and Washington Elementary School; and

WHEREAS, the administration recommends amending the agreement to Central Technologies, Inc., for the purchase and installation of the surveillance camera upgrades to cover all schools in the school system; and

WHEREAS, the Board of Education approved this action on July 12, 2022.

Now therefore,

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

SECTION I. That an amendment to the agreement with Central Knox, Inc., d/b/a Central Technologies, Inc., to complete the surveillance camera upgrade project is approved

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, an amendment to the agreement with Central Knox Inc. d/b/a Central Technologies, Inc., and all other documents necessary and proper, and to take such acts as necessary, to amend the agreement being as follows:

**AMENDMENT NUMBER 1
TO THE AGREEMENT FOR SERVICES
ENTERED INTO BETWEEN
CENTRAL KNOX INC., d/b/a CENTRAL TECHNOLOGIES INC.,
AND CITY OF KINGSFORT, TENNESSEE**

On June 22, 2022 an Agreement for Services was entered into by and between Central Knox, Inc., d/b/a Central Technologies, Inc., (hereinafter Company) and the City of Kingsport, Tennessee (hereinafter Owner). The parties now desire to expand the scope of services and other provisions of the Agreement for Services and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have entered into this Amendment Number 1 to the

Agreement effective as of the date of its execution by the parties. The terms of the Agreement for Professional Services are hereby amended as set forth herein.

ARTICLE I SCOPE OF SERVICES shall include the following language:

1.1 Additionally, work and services to be performed shall include full analog camera replacement including cameras, installation, and cabling at Dobyms-Bennett High School, Sevier Middle School, Jackson Elementary School, Jefferson Elementary School, Johnson Elementary School, Kennedy Elementary School, Lincoln Elementary School, Roosevelt Elementary School, and Washington Elementary School as more fully described in the Alternate Bid and Quote #012101 and #012074 attached hereto as Exhibit C and made a part hereof as though fully set out in the body of this Agreement.

ARTICLE IV COMPENSATION shall include the following language:

4.1 Additionally, Owner agrees to compensate Consultant for services performed pursuant to Appendix B in the aggregate amount of SEVEN HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED SIXTY TWO DOLLARS AND NINETY ONE CENTS (\$724,562.91) which shall be comprised of the following costs per school:

Dobyms-Bennett High School	\$333,640.25
Sevier Middle School	\$55,631.95
Jackson Elementary School	\$66,651.76
Jefferson Elementary School	\$53,480.10
Johnson Elementary School	\$43,649.86
Kennedy Elementary School	\$43,915.24
Lincoln Elementary School	\$55,047.06
Roosevelt Elementary School	\$37,878.64
Washington Elementary School	\$34,668.05

The total contract price for all equipment and installation thereof shall not exceed the sum of NINE HUNDRED SEVENTY THREE THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND SEVENTY EIGHT CENTS (\$973,707.78).

ARTICLE VIII BOND shall be added to the agreement and read as follows:

Company obligates and binds itself, its successors and assigns, to pay all bills incurred for the purchase of materials, tools, supplies and labor necessary for the full performance of this Agreement, and covenants to and with the Owner, to execute on behalf of the Owner, surety bonds MARKED "A" and "B" made a part hereof, and reference is made to said two bonds marked "A" and "B" which shall at all times during the life of this Agreement guarantee the full and faithful performance of all the terms, conditions and covenants of this Agreement together with the full and final payment and satisfaction of all obligations and bills incurred by the Company.

Bonds "A" and "B" shall be written by an agent representing some reputable insurance and bonding company authorized to do business in the State of Tennessee subject to approval by the City Attorney, City of Kingsport.

Except as hereby amended, all other terms and conditions of the Agreement for Services effective June 22, 2022 shall remain in full force and effect.

[Exhibits and Acknowledgements Deleted for Inclusion in this Resolution.]

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

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

ADOPTED this the 2nd day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Approve Various Subrecipient Agreements and Authorizing the Mayor to Execute the Same

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

Action Form No.: AF-226-2022
Work Session: August 1, 2022
First Reading: N/A

Final Adoption: August 2, 2022
Staff Work By: Jessica McMurray
Presentation By: J. McMurray

Recommendation:

Approve the resolution.

Executive Summary:

At its business meeting on **June 21, 2022**, the Board of Mayor and Aldermen approved the CDBG Annual Action Plan funded by the Department of Housing and Urban Development (HUD). The plan included CDBG funding for Public Service programs, Clearance and Demolition and Emergency Home Repairs to allocate at a later date. Subrecipient applications were solicited through a competitive funding process, reviewed by the CDAC and recommended to the BMA as listed below. The partner agreements are for a period of one year, starting July 1, 2022 and ending on June 30, 2023.

United Way of Greater Kingsport - \$25,000
CASA 4 Kids - \$10,000
Children's Advocacy Center - \$10,000
Salvation Army Day Center - \$10,000
Oasis of Kingsport - \$2,311
Second Harvest Food Bank of NE TN - \$5,000
Greater Kingsport Alliance of Development - \$41,080
Appalachian Service Project - \$15,000
Holston Habitat for Humanity - \$60,000

Attachments:

1. Resolution
2. Supplemental Information

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AGREEMENTS WITH VARIOUS AGENCIES AND
ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK
FUNDING IN FISCAL YEAR 2022-2023.

WHEREAS, as part of the city's Annual Action Plan a portion of Community Development Block Grant funding was allocated to public service programs; and

WHEREAS, the city now desires to enter into partner agreements in order to provide funding to agencies which will provide public service programs; and

WHEREAS, those agencies receiving funding are United Way of Greater Kingsport (\$25,000), CASA 4 Kids (\$10,000), Children's Advocacy Center (\$10,000), Salvation Army Day Center (\$10,000), Oasis of Kingsport (\$2,311), Second Harvest Food Bank of NE TN (\$5,000), Greater Kingsport Alliance of Development (\$41,080), Appalachian Service Project (\$15,000) and Holston Habitat for Humanity (\$60,000)

Now therefore,

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

SECTION I. That agreements with United Way of Greater Kingsport, CASA 4 Kids, Children's Advocacy Center, Salvation Army Day Center, Oasis of Kingsport, Second Harvest Food Bank of NE TN, Greater Kingsport Alliance of Development, Appalachian Service Project, Holston Habitat for Humanity are 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, agreements for the provision of public service programs in fiscal year 2022-2023 with United Way of Greater Kingsport, CASA 4 Kids, Children's Advocacy Center, Salvation Army Day Center, Oasis of Kingsport, Second Harvest Food Bank of NE TN, Greater Kingsport Alliance of Development, Appalachian Service Project, Holston Habitat for Humanity, said agreements being generally as follows:

GRANT CONTRACT
BETWEEN THE CITY OF KINGSPORT, TENNESSEE
AND
[AGENCY NAME]

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the "City" and [AGENCY NAME] hereinafter referred to as the "Operating Agency", is for the provision of 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").

Operating Agency's address: [AGENCY ADDRESS]

Operating Agency's Edison Vendor ID #: [AGENCY VENDOR NUMBER – IF APPLICABLE]

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Operating Agency shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant contract.

A.2. To provide and operate public service activities to 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 Operating Agency'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 three (3) 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, 2022** ("Effective Date") and extend for a period of twelve (12) months after the Effective Date to **June 30, 2023** ("Term"). The City shall have no obligation for goods or services provided by the Operating Agency 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 [FUNDING AMOUNT] ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Operating Agency 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 Operating Agency.

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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency shall refund the difference to the City. The Operating Agency 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 Operating Agency 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 Operating Agency's failure to provide a final grant disbursement reconciliation report to the City as required shall result in the Operating Agency being deemed ineligible for reimbursement under this Grant Contract, and the Operating Agency shall be required to refund any and all payments by the city pursuant to this Grant Contract.

d. The Operating Agency 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 Operating Agency request reimbursement for indirect costs, the Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency.

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 Operating Agency 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 Operating Agency under this Grant Contract or any other contract between the Operating Agency and the City of Kingsport under which the Operating Agency 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 Operating Agency at least thirty (30) days written notice before the effective termination date. The Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Operating Agency 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 Operating Agency 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 Operating Agency shall have no claim to any CDBG funds remaining under this Grant Contract.

D.5. Subcontracting. The Operating Agency 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 Operating Agency shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Operating Agency 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 Operating Agency in connection with any work contemplated or performed relative to this Grant Contract.

The Operating Agency acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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

The Operating Agency:

[AGENCY NAME]

[AGENCY ADDRESS]

Kingsport, TN 37663

Telephone _____

Email _____

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 Operating Agency. 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 Operating Agency shall cease all work associated with the Grant Contract. Should such an event occur, the Operating Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency will indemnify the City and hold it harmless for any violation by the Operating Agency 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 Operating Agency 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 Operating Agency on behalf of the City, the Operating Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Operating Agency 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 Operating Agency, provide Operating Agency 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 Operating Agency 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 Operating Agency in relation to this Grant Contract shall be approved by the City.

D.14. Licensure. The Operating Agency 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 Operating Agency and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the

Operating Agency 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 Operating Agency shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Operating Agency 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 Operating Agency shall incorporate any additional Tennessee Comptroller of the Treasury directives into its internal control system.

D.16. Monitoring. The Operating Agency'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 Operating Agency shall submit brief, periodic, progress reports to the City as requested.

D.18. Reports. The Operating Agency shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Operating Agency 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 Operating Agency shall provide audited financial statements to the City of Kingsport if during the Operating Agency's fiscal year, the Operating Agency (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 Operating Agency shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Operating Agency is subject to an audit. The Operating Agency should submit only one, completed document during the Operating Agency's fiscal year. Any Operating Agency that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Operating Agency is subject to an audit, Operating Agency shall obtain the Tennessee Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Operating Agency 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 Operating Agency and the Auditor shall be on a contract form prescribed by the Comptroller. The Operating Agency shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Operating Agency shall be subject to the provision relating to such fees contained within the Grant Contract. The Operating Agency 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 Operating Agency 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 Operating

Agency is a subrecipient, the Operating Agency shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Operating Agency 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 Operating Agency, 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 Operating Agency'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 Operating Agency's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under this Grant Contract. Operating Agency 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 Operating Agency's performance longer than forty-eight (48) hours, the City may, upon notice to Operating Agency: (a) cease payment of the fees until Operating Agency 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. Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency pursuant to the provisions of this program's prior year Grant contracts between the City, and the Operating Agency.

The Operating Agency grants the City a security interest in all equipment or motor vehicles acquired in whole or in part by the Operating Agency 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 Operating Agency hereby grants the City a security interest in said equipment or motor vehicles. The Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency'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 Operating Agency 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 Operating Agency 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 Operating Agency's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Operating Agency no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.
- k. The Operating Agency 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 Operating Agency shall inventory equipment or motor vehicles annually. The Operating Agency must compare the results of the inventory with the inventory control report and investigate any differences. The Operating Agency must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

l. The Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency, its employees, or any person acting for or on its or

their behalf relating to this Grant Contract. The Operating Agency 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 Operating Agency of its obligations under this Section to the extent that the Operating Agency can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Operating Agency, 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 Operating Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Operating Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Operating Agency provides information to the City as required. The Operating Agency shall comply with the following:

a. Reporting of Total Compensation of the Operating Agency's Executives.

(1) The Operating Agency shall report the names and total compensation of each of its five (5) most highly compensated executives for the Operating Agency's preceding completed fiscal year, if in the Operating Agency's preceding fiscal year it received:

i. 80 percent or more of the Operating Agency'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 Operating Agency'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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency'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 Operating Agency unless and until the Operating Agency is in full compliance with the above requirements.

E.7. Training. The Operating Agency 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, Operating Agency is receiving an allocation or grant of Community Development Block Grant Program funds. The Operating Agency 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 Operating Agency agrees and certifies to comply with all applicable HUD requirements. Without limitations, Operating Agency specifically agrees and certifies as to the following:

a. The Operating Agency will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.

b. The Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency 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 Operating Agency will maintain adequate documentation to determine eligibility of persons served by the CDBG program.

i. The Operating Agency 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 Operating Agency 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 Operating Agency'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 Operating Agency'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.

f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.10(d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.10 (a), (b), (c), (d), (e) and (f).

E.10. Corrective Action. If the City takes any corrective or remedial action as outlined in 24 CFR § 570.910 that is the result of any action taken by the Operating Agency, the Operating Agency will take any action required by the City to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying CDBG funds to the City.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

[Acknowledgements and Attachments Omitted 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 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 2nd day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Supplemental Information: CDBG Subrecipient Grants

The Community Development Advisory committee is recommending the BMA fund CDBG applicants for the 2022-2023 Program Year.

CDBG annual public service allocations cap at 15% of the total CDBG funds allocated by HUD. For program year 2022-2023 the City received \$415,412 of that, we allocated \$62,311 to public services.

- \$25,000 – United Way, the city has agreed to fund a portion of the homeless liaison position for 3-5 years, this is year 4.
- \$37,311 –CD staff utilized a competitive funding round with scoring criteria to score the recommended organizations:
 - CASA 4 Kids \$10,000
Advocates for Abused & Neglected Children in the Foster Care system
 - Children's Advocacy Center \$10,000
Counseling for Sexually & Physically Abused Children
 - Salvation Army Day Center \$10,000
Day Shelter and resource program for residents experiencing homelessness
 - Oasis of Kingsport \$2,311
Services and educational programming for low-income homeless women and children
 - Second Harvest \$5,000
Food Backpack Program for low-income children in KCS

\$41,080 – Funding for clearance and demolition of dilapidated properties for the future development of affordable housing made available through a competitive funding round with scoring criteria to score the recommended organizations:

- Greater Kingsport Alliance for Development (GKAD) \$41,080
Demolition of vacant and dilapidated properties in the downtown Kingsport.
The agency will develop affordable single-family housing on the cleared properties.

\$75,000 – Funding for critical emergency home repairs made available through a competitive funding round with scoring criteria to score the recommended organizations:

- Appalachian Service Project - \$15,000
Critical home repairs for 1-3 low income households in the Kingsport area.
- Holston Habitat for Humanity - \$60,000
Critical home repairs on 5-7 low income households in the Kingsport area.

CD Staff advertised a notice of available funding on **May 16, 2022** in the Kingsport Times News and sent the notice via email to approx. 100 organizations via the united way email list. Staff hosted an application workshop on May 31. The application deadline was July 1. Applicants could access the 2022-2023 CDBG Application Workshop PowerPoint Slides, the CDBG Subrecipient Evaluation Criteria, the CDBG 2022-2023 Application, the 2022-2023 Funding Notice, a resource-Playing By the Rules: A Guide for Subrecipients and program income guidelines on the city's Community Development Website in May.

CDAC members scored each applicant in the following areas:

Alignment with the Consolidated Plan

Public Benefit

Organizational Capacity

Collaboration & Leverage

Clarity and Completion

Financial Feasibility

Discretionary Assessment

Reasons an organization may not be funded:

Incomplete application

Appeared to duplicate of services

Did not submit all required documentation as outlined on the checklist

Application lacked detail and clarity



AGENDA ACTION FORM

A Resolution to Authorize the City Recorder to Reconcile and Adjust Uncollectible Property Taxes for Tax Year 2011

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

Action Form No.: AF-222-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Jackson Coleman
 Presentation By: C. McCartt/J. May

Recommendation:

Approve the resolution.

Executive Summary:

A reconciliation has been made of the taxes assessed for Tax year 2011. This includes not only ad valorem tax on real property; but, also personal property taxes as well as taxes on State Assessed Properties. Tax Accounts which are in Bankruptcy are also included. Unpaid Taxes on tangible and intangible business property are not turned over to the Clerk & Master to be included in the Delinquent Tax litigation process.

The failure of a business entity to file a personal property schedule results in a forced assessment, which can continue for years in the event that the business fails to notify the Assessor that the business terminated, was sold or relocated outside the City. The Office of State Assessed Properties is the agency which conducts assessments of property taxes on certain classes of what are referred to as public utilities; which include more than privately owned telephone (including wireless), gas and electric (including transmission), and railroad companies - it also includes motor carriers and private carriers and some other classes. Any such company that fails to file an Ad Valorem Tax Report to the Office of State Assessed Properties receives a Forced Assessment, which can continue over a number of years in the event that the company has failed to file a final return reporting that it is no longer operating in Tennessee. These entities do not necessarily maintain a physical office in the City or even Tennessee.

This year, a special effort will be made to have all of the properties having a lien, for demolition of a dilapidated structure or for maintenance of overgrown property, in a Tax Sale. The past lack of interest from bidders in such properties would indicate that the City will likely be the successful (probably only) bidder; but, will allow some disposition to be made by the City of these properties as surplus properties.

Each year as part of the final accounting, an adjustment is made to recognize uncollectible receivables. For the Fiscal Year ending June 30, 2022, the total ad valorem tax on real property that meets such criteria represents some 2/100's of one percent of the total tax levy. Conversely, 99.92% of the tax levy has been collected. Reconciliation has been made of all tax receivables, estimated uncollectible and deferred revenue accounts and it is recommended that this adjustment in the amount of \$59,199.67 be made.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2022 FOR THE TAX YEAR 2011 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

WHEREAS, reconciliation has been made of the real, personal and public utility property tax receivables, estimated uncollectible and deferred revenue accounts, and it is recommended that an adjustment to the final accounting be made; and

WHEREAS, the adjusted real, personal and public utility property tax levy for the tax year 2011 was \$32,624,940.60; and

WHEREAS, of that amount, a total of \$59,199.67 has not been collected; and

WHEREAS, as part of the final accounting, an adjustment needs to be made to recognize uncollectible receivables.

Now therefore,

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

SECTION I. That the City Recorder is hereby, authorized to reconcile and adjust delinquent real, personal and public utility property tax receivables in Fiscal Year 2022 in the amount of \$59,199.67 for tax year 2011.

SECTION II. That the City Recorder and Mayor are authorized and directed to execute any pleadings necessary and proper for the delinquent tax collection lawsuit and all other documents necessary and proper to effectuate the purpose of the reconciliation.

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

ADOPTED this the 2nd day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY, CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, CITY ATTORNEY

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ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
1243	9850.00	0.00	(9850.00)	194.05	0.00	(194.05)	OOS
3371	12725.00	0.00	(12725.00)	250.68	0.00	(250.68)	OOS
3417	9300.00	0.00	(9300.00)	183.21	0.00	(183.21)	OOS
3555	10825.00	0.00	(10825.00)	213.25	0.00	(213.25)	OOS
6739	5150.00	0.00	(5150.00)	101.46	0.00	(101.46)	OOS
9295	1800.00	0.00	(1800.00)	35.46	0.00	(35.46)	OOS
9407	20225.00	0.00	(20225.00)	398.43	0.00	(398.43)	OOS
9493	12025.00	0.00	(12025.00)	236.89	0.00	(236.89)	OOS
11505	1025.00	0.00	(1025.00)	20.19	0.00	(20.19)	OOS
11507	1100.00	0.00	(1100.00)	21.67	0.00	(21.67)	OOS
11547	10250.00	0.00	(10250.00)	201.93	0.00	(201.93)	OOS
11565	16950.00	0.00	(16950.00)	333.92	0.00	(333.92)	OOS
14061	15050.00	0.00	(15050.00)	296.49	0.00	(296.49)	OOS
14179	1575.00	0.00	(1575.00)	31.03	0.00	(31.03)	OOS
43087	15925.00	0.00	(15925.00)	313.72	0.00	(313.72)	OOS
46351	21150.00	0.00	(21150.00)	416.66	0.00	(416.66)	OOS
47503	800.00	0.00	(800.00)	15.76	0.00	(15.76)	OOS
48071	3375.00	0.00	(3375.00)	66.49	0.00	(66.49)	OOS
48495	6100.00	0.00	(6100.00)	120.17	0.00	(120.17)	OOS
48505	14875.00	0.00	(14875.00)	293.04	0.00	(293.04)	OOS
48633	1700.00	0.00	(1700.00)	33.49	0.00	(33.49)	OOS
50427	12200.00	0.00	(12200.00)	240.34	0.00	(240.34)	OOS
51261	1275.00	0.00	(1275.00)	25.12	0.00	(25.12)	OOS
51313	1325.00	0.00	(1325.00)	26.10	0.00	(26.10)	OOS
51453	1050.00	0.00	(1050.00)	20.69	0.00	(20.69)	OOS
51571	1400.00	0.00	(1400.00)	27.58	0.00	(27.58)	OOS
51721	9250.00	0.00	(9250.00)	182.23	0.00	(182.23)	OOS
54047	950.00	0.00	(950.00)	18.72	0.00	(18.72)	OOS
54051	3675.00	0.00	(3675.00)	72.40	0.00	(72.40)	OOS
54165	9175.00	0.00	(9175.00)	180.75	0.00	(180.75)	OOS
54297	1350.00	0.00	(1350.00)	26.60	0.00	(26.60)	OOS
54299	1350.00	0.00	(1350.00)	26.60	0.00	(26.60)	OOS
58889	1800.00	0.00	(1800.00)	35.46	0.00	(35.46)	OOS
58893	900.00	0.00	(900.00)	17.73	0.00	(17.73)	OOS
58899	1000.00	0.00	(1000.00)	19.70	0.00	(19.70)	OOS
58939	2100.00	0.00	(2100.00)	41.37	0.00	(41.37)	OOS
58947	225.00	0.00	(225.00)	4.43	0.00	(4.43)	OOS
58951	225.00	0.00	(225.00)	4.43	0.00	(4.43)	OOS
58953	1125.00	0.00	(1125.00)	22.16	0.00	(22.16)	OOS
58993	525.00	0.00	(525.00)	10.34	0.00	(10.34)	OOS
59073	2400.00	0.00	(2400.00)	47.28	0.00	(47.28)	OOS
59145	25.00	0.00	(25.00)	0.49	0.00	(0.49)	OOS
59315	2825.00	0.00	(2825.00)	55.65	0.00	(55.65)	OOS
59369	1525.00	0.00	(1525.00)	30.04	0.00	(30.04)	OOS
59415	150.00	0.00	(150.00)	2.96	0.00	(2.96)	OOS
59509	5025.00	0.00	(5025.00)	98.99	0.00	(98.99)	OOS
59545	2200.00	0.00	(2200.00)	43.34	0.00	(43.34)	OOS
59559	3025.00	0.00	(3025.00)	59.59	0.00	(59.59)	OOS
60113	625.00	0.00	(625.00)	12.31	0.00	(12.31)	OOS
60949	350.00	0.00	(350.00)	6.90	0.00	(6.90)	OOS
60971	1475.00	0.00	(1475.00)	29.06	0.00	(29.06)	OOS
61021	11000.00	0.00	(11000.00)	216.70	0.00	(216.70)	OOS
61219	825.00	0.00	(825.00)	16.25	0.00	(16.25)	OOS
61301	7325.00	0.00	(7325.00)	144.30	0.00	(144.30)	OOS
61351	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	OOS

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61703	15075.00	0.00	(15075.00)	296.98	0.00	(296.98)	OOS
62049	1250.00	0.00	(1250.00)	24.63	0.00	(24.63)	OOS
62235	2200.00	0.00	(2200.00)	43.34	0.00	(43.34)	OOS
62619	12575.00	0.00	(12575.00)	247.73	0.00	(247.73)	OOS
64767	2850.00	0.00	(2850.00)	56.15	0.00	(56.15)	OOS
66447	750.00	0.00	(750.00)	14.78	0.00	(14.78)	OOS
66979	475.00	0.00	(475.00)	9.36	0.00	(9.36)	OOS
67349	12650.00	0.00	(12650.00)	249.21	0.00	(249.21)	OOS
67633	1725.00	0.00	(1725.00)	33.98	0.00	(33.98)	OOS
71273	12000.00	0.00	(12000.00)	236.40	0.00	(236.40)	OOS
71301	8350.00	0.00	(8350.00)	164.50	0.00	(164.50)	OOS
72795	225.00	0.00	(225.00)	4.43	0.00	(4.43)	OOS
73187	29900.00	0.00	(29900.00)	589.03	0.00	(589.03)	OOS
73231	7325.00	0.00	(7325.00)	144.30	0.00	(144.30)	OOS
74039	20125.00	0.00	(20125.00)	396.46	0.00	(396.46)	OOS
74485	100.00	0.00	(100.00)	1.97	0.00	(1.97)	OOS
77251	2575.00	0.00	(2575.00)	50.73	0.00	(50.73)	OOS
77471	1425.00	0.00	(1425.00)	28.07	0.00	(28.07)	OOS
77479	600.00	0.00	(600.00)	11.82	0.00	(11.82)	OOS
77511	1350.00	0.00	(1350.00)	26.60	0.00	(26.60)	OOS
77645	250.00	0.00	(250.00)	4.93	0.00	(4.93)	OOS
78431	1825.00	0.00	(1825.00)	35.95	0.00	(35.95)	OOS
79003	1250.00	0.00	(1250.00)	24.63	0.00	(24.63)	OOS
79005	1250.00	0.00	(1250.00)	24.63	0.00	(24.63)	OOS
79017	750.00	0.00	(750.00)	14.78	0.00	(14.78)	OOS
82223	500.00	0.00	(500.00)	9.85	0.00	(9.85)	OOS
92357	1475.00	0.00	(1475.00)	29.06	0.00	(29.06)	OOS
92361	10950.00	0.00	(10950.00)	215.72	0.00	(215.72)	OOS
108839	1750.00	0.00	(1750.00)	34.48	0.00	(34.48)	OOS
132575	5375.00	0.00	(5375.00)	105.89	0.00	(105.89)	OOS
132763	1200.00	0.00	(1200.00)	23.64	0.00	(23.64)	OOS
138007	450.00	0.00	(450.00)	8.87	0.00	(8.87)	OOS
138009	450.00	0.00	(450.00)	8.87	0.00	(8.87)	OOS
138165	2475.00	0.00	(2475.00)	48.76	0.00	(48.76)	OOS
142403	125.00	0.00	(125.00)	2.46	0.00	(2.46)	OOS
142425	375.00	0.00	(375.00)	7.39	0.00	(7.39)	OOS
142563	10575.00	0.00	(10575.00)	208.33	0.00	(208.33)	OOS
145725	1800.00	0.00	(1800.00)	35.46	0.00	(35.46)	OOS
147799	3775.00	0.00	(3775.00)	74.37	0.00	(74.37)	OOS
149511	3650.00	0.00	(3650.00)	71.91	0.00	(71.91)	OOS
153257	5275.00	0.00	(5275.00)	103.92	0.00	(103.92)	OOS
159659	4575.00	0.00	(4575.00)	90.13	0.00	(90.13)	OOS
159661	1500.00	0.00	(1500.00)	29.55	0.00	(29.55)	OOS
159663	1350.00	0.00	(1350.00)	26.60	0.00	(26.60)	OOS
159671	1675.00	0.00	(1675.00)	33.00	0.00	(33.00)	OOS
161997	550.00	0.00	(550.00)	10.84	0.00	(10.84)	OOS
163497	475.00	0.00	(475.00)	9.36	0.00	(9.36)	OOS
69363	16400.00	0.00	(16400.00)	323.08	0.00	(323.08)	OBS
103335	20680.00	0.00	(20680.00)	407.40	0.00	(407.40)	OBS
148919	58040.00	0.00	(58040.00)	1143.39	0.00	(1143.39)	OBS
167769	1813.00	0.00	(1813.00)	33.54	0.00	(33.54)	PPH
51950	14329.00	0.00	(14329.00)	282.28	0.00	(282.28)	PPS
63313	274359.00	0.00	(274359.00)	5404.87	0.00	(5404.87)	PPS
64961	10091.00	0.00	(10091.00)	198.79	0.00	(198.79)	PPS
68357	3091.00	0.00	(3091.00)	60.89	0.00	(60.89)	PPS
82167	3352.00	0.00	(3352.00)	66.03	0.00	(66.03)	PPS
138803	383.00	0.00	(383.00)	7.55	0.00	(7.55)	PPS
139555	41053.00	0.00	(41053.00)	808.74	0.00	(808.74)	PPS
142133	34553.00	0.00	(34553.00)	680.69	0.00	(680.69)	PPS

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146107	1652.00	0.00	(1652.00)	32.54	0.00	(32.54)	PPS
146233	762.00	0.00	(762.00)	15.01	0.00	(15.01)	PPS
146267	32273.00	0.00	(32273.00)	635.78	0.00	(635.78)	PPS
149939	8546.00	0.00	(8546.00)	168.36	0.00	(168.36)	PPS
150009	30091.00	0.00	(30091.00)	592.79	563.15	(29.64)	PPS
151559	375.00	0.00	(375.00)	7.39	0.00	(7.39)	PPS
151705	7860.00	0.00	(7860.00)	154.84	0.00	(154.84)	PPS
151813	282.00	0.00	(282.00)	5.56	0.00	(5.56)	PPS
154005	328.00	0.00	(328.00)	6.46	0.00	(6.46)	PPS
154559	10417.00	0.00	(10417.00)	205.21	0.00	(205.21)	PPS
154687	375.00	0.00	(375.00)	7.39	0.00	(7.39)	PPS
157069	75337.00	0.00	(75337.00)	1484.14	0.00	(1484.14)	PPS
157445	12615.00	0.00	(12615.00)	248.52	0.00	(248.52)	PPS
157645	23567.00	0.00	(23567.00)	464.27	0.00	(464.27)	PPS
157719	469.00	0.00	(469.00)	9.24	0.00	(9.24)	PPS
158519	8942.00	0.00	(8942.00)	176.16	0.00	(176.16)	PPS
158655	166697.00	0.00	(166697.00)	3283.93	0.00	(3283.93)	PPS
159263	879.00	0.00	(879.00)	17.32	0.00	(17.32)	PPS
159793	17882.00	0.00	(17882.00)	352.28	0.00	(352.28)	PPS
159867	9257.00	0.00	(9257.00)	182.36	0.00	(182.36)	PPS
159931	16772.00	0.00	(16772.00)	330.41	0.00	(330.41)	PPS
159975	6614.00	0.00	(6614.00)	130.30	0.00	(130.30)	PPS
160061	903.00	0.00	(903.00)	17.79	0.00	(17.79)	PPS
160287	92445.00	0.00	(92445.00)	1821.17	0.00	(1821.17)	PPS
160407	566.00	0.00	(566.00)	11.15	0.00	(11.15)	PPS
161375	11444.00	0.00	(11444.00)	225.45	0.00	(225.45)	PPS
161467	25104.00	0.00	(25104.00)	494.55	0.00	(494.55)	PPS
162453	7324.00	0.00	(7324.00)	144.28	0.00	(144.28)	PPS
162481	105272.00	0.00	(105272.00)	2073.86	0.00	(2073.86)	PPS
162515	431097.00	0.00	(431097.00)	8492.61	0.00	(8492.61)	PPS
162697	658.00	0.00	(658.00)	12.96	0.00	(12.96)	PPS
162925	1410.00	0.00	(1410.00)	27.78	0.00	(27.78)	PPS
163001	44704.00	0.00	(44704.00)	880.67	0.00	(880.67)	PPS
163039	446.00	0.00	(446.00)	8.79	0.00	(8.79)	PPS
163061	1099.00	0.00	(1099.00)	21.65	0.00	(21.65)	PPS
163079	6300.00	0.00	(6300.00)	124.11	0.00	(124.11)	PPS
163165	3846.00	0.00	(3846.00)	75.77	0.00	(75.77)	PPS
163183	29297.00	0.00	(29297.00)	577.15	0.00	(577.15)	PPS
164245	8789.00	0.00	(8789.00)	173.14	0.00	(173.14)	PPS
164265	2396.00	0.00	(2396.00)	47.20	0.00	(47.20)	PPS
164355	33875.00	0.00	(33875.00)	667.34	0.00	(667.34)	PPS
164369	1886.00	0.00	(1886.00)	37.15	0.00	(37.15)	PPS
164433	11097.00	0.00	(11097.00)	218.61	0.00	(218.61)	PPS
164439	738.00	0.00	(738.00)	14.54	0.00	(14.54)	PPS
164547	18567.00	0.00	(18567.00)	365.77	0.00	(365.77)	PPS
164581	9360.00	0.00	(9360.00)	184.39	0.00	(184.39)	PPS
164635	39607.00	0.00	(39607.00)	780.26	0.00	(780.26)	PPS
164669	469.00	0.00	(469.00)	9.24	0.00	(9.24)	PPS
164683	18790.00	0.00	(18790.00)	370.16	0.00	(370.16)	PPS
164769	3138.00	0.00	(3138.00)	61.82	0.00	(61.82)	PPS
164839	586.00	0.00	(586.00)	11.54	0.00	(11.54)	PPS
164855	1522.00	0.00	(1522.00)	29.98	0.00	(29.98)	PPS
165519	541.00	0.00	(541.00)	10.66	0.00	(10.66)	PPS
165801	1760.00	0.00	(1760.00)	34.67	0.00	(34.67)	PPS
165843	5301.00	0.00	(5301.00)	104.43	0.00	(104.43)	PPS
165881	586.00	0.00	(586.00)	11.54	0.00	(11.54)	PPS
165929	22352.00	0.00	(22352.00)	440.33	0.00	(440.33)	PPS
165939	8789.00	0.00	(8789.00)	173.14	0.00	(173.14)	PPS
165989	34328.00	0.00	(34328.00)	676.26	0.00	(676.26)	PPS

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166009	5274.00	0.00	(5274.00)	103.90	0.00	(103.90)	PPS
166157	10140.00	0.00	(10140.00)	199.76	0.00	(199.76)	PPS
166253	696.00	0.00	(696.00)	13.71	0.00	(13.71)	PPS
166921	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
166943	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
166955	398.00	0.00	(398.00)	7.84	0.00	(7.84)	PPS
166961	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
166983	23532.00	0.00	(23532.00)	463.58	0.00	(463.58)	PPS
166993	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167033	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167037	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167065	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167135	819.00	0.00	(819.00)	16.13	0.00	(16.13)	PPS
167137	4714.00	0.00	(4714.00)	92.87	0.00	(92.87)	PPS
167149	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167161	3516.00	0.00	(3516.00)	69.27	0.00	(69.27)	PPS
167179	2100.00	0.00	(2100.00)	41.37	0.00	(41.37)	PPS
167181	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167199	19629.00	0.00	(19629.00)	386.69	0.00	(386.69)	PPS
167219	469.00	0.00	(469.00)	9.24	0.00	(9.24)	PPS
167267	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167275	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167293	31591.00	0.00	(31591.00)	622.34	0.00	(622.34)	PPS
167309	375.00	0.00	(375.00)	7.39	0.00	(7.39)	PPS
167319	7922.00	0.00	(7922.00)	156.06	0.00	(156.06)	PPS
167333	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167367	24424.00	0.00	(24424.00)	481.15	0.00	(481.15)	PPS
167391	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167405	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167429	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167447	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167495	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167507	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167515	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167579	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167589	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
167631	14848.00	0.00	(14848.00)	292.51	0.00	(292.51)	PPS
167637	5876.00	0.00	(5876.00)	115.76	0.00	(115.76)	PPS
170345	15000.00	0.00	(15000.00)	295.50	0.00	(295.50)	PPS
170351	4955.00	0.00	(4955.00)	97.61	0.00	(97.61)	PPS
170365	16594.00	0.00	(16594.00)	326.90	0.00	(326.90)	PPS
170389	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170393	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170411	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170413	300.00	0.00	(300.00)	5.91	0.00	(5.91)	PPS
170417	293.00	0.00	(293.00)	5.77	0.00	(5.77)	PPS
170423	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170465	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170475	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170491	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170505	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170513	16750.00	0.00	(16750.00)	329.98	0.00	(329.98)	PPS
170515	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170535	11419.00	0.00	(11419.00)	224.95	0.00	(224.95)	PPS
170599	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170601	613.00	0.00	(613.00)	12.08	0.00	(12.08)	PPS
170621	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170623	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170629	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS

2011
DELINQUENT PROPERTY
TAX WRITE-OFF
6/30/2022

170631	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170637	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170687	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170723	349.00	0.00	(349.00)	6.88	0.00	(6.88)	PPS
170727	1641.00	0.00	(1641.00)	32.33	0.00	(32.33)	PPS
170751	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170777	595.00	0.00	(595.00)	11.72	0.00	(11.72)	PPS
170799	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170801	1929.00	0.00	(1929.00)	38.00	0.00	(38.00)	PPS
170825	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170859	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170891	5813.00	0.00	(5813.00)	114.52	0.00	(114.52)	PPS
170941	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170957	9729.00	0.00	(9729.00)	191.66	0.00	(191.66)	PPS
170961	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
170969	529.00	0.00	(529.00)	10.42	0.00	(10.42)	PPS
170971	13125.00	0.00	(13125.00)	258.56	0.00	(258.56)	PPS
170977	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171001	625.00	0.00	(625.00)	12.31	0.00	(12.31)	PPS
171003	333.00	0.00	(333.00)	6.56	0.00	(6.56)	PPS
171007	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171009	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171023	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171031	6000.00	0.00	(6000.00)	118.20	0.00	(118.20)	PPS
171035	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171037	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171041	9000.00	0.00	(9000.00)	177.30	0.00	(177.30)	PPS
171043	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171047	4078.00	0.00	(4078.00)	80.34	0.00	(80.34)	PPS
171049	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171057	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171071	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171135	1787.00	0.00	(1787.00)	35.20	0.00	(35.20)	PPS
171141	6641.00	0.00	(6641.00)	130.83	0.00	(130.83)	PPS
171157	8086.00	0.00	(8086.00)	159.29	0.00	(159.29)	PPS
171183	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171231	36844.00	0.00	(36844.00)	725.83	0.00	(725.83)	PPS
171235	1172.00	0.00	(1172.00)	23.09	0.00	(23.09)	PPS
171237	18812.00	0.00	(18812.00)	370.60	0.00	(370.60)	PPS
171253	938.00	0.00	(938.00)	18.48	0.00	(18.48)	PPS
171291	9977.00	0.00	(9977.00)	196.55	0.00	(196.55)	PPS
172411	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172413	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172415	209.00	0.00	(209.00)	4.12	0.00	(4.12)	PPS
172417	900.00	0.00	(900.00)	17.73	0.00	(17.73)	PPS
172419	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172427	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172435	3980.00	0.00	(3980.00)	78.41	0.00	(78.41)	PPS
172437	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172443	282.00	0.00	(282.00)	5.56	0.00	(5.56)	PPS
172457	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172473	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172477	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172491	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172507	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172515	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172523	900.00	0.00	(900.00)	17.73	0.00	(17.73)	PPS
172603	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172639	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS

2011
DELINQUENT PROPERTY
TAX WRITE-OFF
6/30/2022

172641	687.00	0.00	(687.00)	13.53	0.00	(13.53)	PPS
172653	1200.00	0.00	(1200.00)	23.64	0.00	(23.64)	PPS
172667	282.00	0.00	(282.00)	5.56	0.00	(5.56)	PPS
172681	586.00	0.00	(586.00)	11.54	0.00	(11.54)	PPS
172743	1200.00	0.00	(1200.00)	23.64	0.00	(23.64)	PPS
172815	6588.00	0.00	(6588.00)	129.78	0.00	(129.78)	PPS
172857	1200.00	0.00	(1200.00)	23.64	0.00	(23.64)	PPS
172869	900.00	0.00	(900.00)	17.73	0.00	(17.73)	PPS
172905	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172909	282.00	0.00	(282.00)	5.56	0.00	(5.56)	PPS
172915	1459.00	0.00	(1459.00)	28.74	0.00	(28.74)	PPS
172917	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172949	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
172959	1200.00	0.00	(1200.00)	23.64	0.00	(23.64)	PPS
172971	750.00	0.00	(750.00)	14.78	0.00	(14.78)	PPS
173005	900.00	0.00	(900.00)	17.73	0.00	(17.73)	PPS
173015	2264.00	0.00	(2264.00)	44.60	0.00	(44.60)	PPS
173045	11341.00	0.00	(11341.00)	223.42	0.00	(223.42)	PPS
148313	14538.00	0.00	(14538.00)	286.40	0.00	(286.40)	PSS
148407	69441.00	0.00	(69441.00)	1367.99	0.00	(1367.99)	PSS
167803	101462.00	0.00	(101462.00)	1998.80	0.00	(1998.80)	PSS
173139	4720.00	0.00	(4720.00)	92.98	0.00	(92.98)	PSS
Total	3033740.00	0.00	(3033740.00)	59762.82	563.15	(59199.67)	

Commercial	95120.00	0.00	(95120.00)	1873.87	0.00	(1873.87)	
Comm/Pers	2266334.00	0.00	(2266334.00)	44644.78	563.15	(44081.63)	
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	
Pub Utilities	190161.00	0.00	(190161.00)	3746.17	0.00	(3746.17)	
Code Enforcement	0.00	0.00	0.00	0.00	0.00	0.00	
Residential	482125.00	0.00	(482125.00)	9498.00	0.00	(9498.00)	
Total	3033740.00	0.00	(3033740.00)	59762.82	563.15	(59199.67)	



AGENDA ACTION FORM

A Resolution Authorizing Agreements with Tennessee Department of Environment and Conservation Granting Certification to Review and Approve Local Water and Sewer Projects

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

Action Form No.: AF-213-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Chad Austin
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary

For several years the City of Kingsport has had approval from the Tennessee Department of Environment and Conservation (TDEC) to approve construction plans for water and sewer infrastructure within its system. This local review certification helps our developers by decreasing the time required for plan approval, along with reducing their costs, as the city currently does not charge fees for plan reviews. The city pays an annual fee of \$1,000.00 each for water and sewer plan review certification.

TDEC is now requiring an official agreement in order to be certified to review and approve local water and sewer projects for construction. None of the conditions set out in the agreement are a change in how we have always operated with this plan review certification.

Attachments:

- 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: *sw*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH THE
TENNESSEE DEPARTMENT OF ENVIRONMENT AND
CONSERVATION TO AUTHORIZE LOCAL APPROVAL OF
CONSTRUCTION PLANS FOR WATER AND SEWER
INFRASTRUCTURE AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE
OF THE AGREEMENTS

WHEREAS, Tennessee Code Annotated section 68-221-102(b) allows the Commissioner of the Tennessee Department of Environment and Conservation (TDEC) to certify that a unit of local government's locally imposed standards for the construction of public water supply and public sewer systems are as sufficient as TDEC's to protect public health; and

WHEREAS, upon receipt of such certification, the unit of local government may approve plans for the construction of and changes to public water supplies and public sewer systems eliminating the requirement for approval by TDEC; and

WHEREAS, for an extensive period of time the city has approved construction plans for public water supplies and public sewer systems pursuant to the Commissioner's certification; and

WHEREAS, TDEC now requires the city to enter into a formal agreement in order to maintain the certification and approve plans at the local level; and

WHEREAS, the city pays an annual fee of \$1,000 for public water supply approval authority and \$1,000 for public sewer system approval authority.

Now therefore,

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

SECTION I. That an agreement with TDEC for local approval of public water supply projects is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with TDEC for local approval of public water supply projects, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AGREEMENT BETWEEN
THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION,
DIVISION OF WATER RESOURCES
AND

THE CITY OF KINGSFORT FOR ITS KINGSFORT UTILITIES DEPARTMENT

This Agreement is made between the State of Tennessee, Department of Environment and Conservation, Division of Water Resources (the "Department") and the City of Kingsport for its Kingsport Utilities Department ("Kingsport"). Kingsport operates and maintains a community public waterworks system as contemplated in Tennessee Code Annotated sections 68-221-101(10) and (12) and desires certification under Tennessee Code Annotated section 68-221-102(b) to review and approve local drinking water distribution system projects for construction in lieu of Department approval.

The Department hereby grants Kingsport, in accordance with Tennessee Code Annotated section 68-221-102(b), authority to approve drinking water plans according to the conditions and exceptions set out in this Agreement.

1. Kingsport shall adopt standards and requirements at least as stringent as the standards in the Department's most current Community Public Water Systems Design Criteria (the "Criteria"). The standards and requirements adopted by Kingsport shall be used for all drinking water construction projects reviewed under Kingsport's certification granted in this Agreement.
2. In the event of a disagreement between the parties, the Department's interpretation of the Criteria shall prevail.
3. Kingsport agrees that approval of construction plans and specifications will not be granted without the approval of an engineer registered to practice in the state of Tennessee and employed by Kingsport.
4. Plans for any of the following projects must still be submitted to the Department for approval prior to the initiation of construction:
 - i. All treatment plants, including individual units and processes, as well as the main booster station;
 - ii. All design and/or construction projects funded by state and/or federal loans, grants, etc.;
 - iii. All plans developed by the staff of Kingsport;
 - iv. All finished water storage structures;
 - v. All distribution lines greater than eight inches in diameter; and
 - vi. All drinking water booster stations with a capacity greater than or equal to 300 gallons per minute.
5. All drinking water plans approved by Kingsport shall be stamped on the cover sheet certifying that approval has been granted in accordance with the Department's Criteria. The design shall incorporate the appropriate provisions of the Tennessee Erosion and Sediment Control Handbook and all necessary aquatic resource alteration permits shall be obtained from the Department prior to approval of the plans and specifications.
6. Kingsport shall forward the Department a copy of all drinking water plans and specifications approved by Kingsport by the seventh day of the month following approval of the plans. Electronic copies are preferred.
7. The Department retains the right of access to all projects and a copy of the approved plans shall be available at the construction site for inspection. The Department may, upon request, periodically evaluate the quality of the plans review program operated by Kingsport.
8. Kingsport will only approve construction plans and specifications that are designed and sealed by an engineer registered to practice in the State of Tennessee.
9. Kingsport shall promptly pay a \$1,000 annual fee upon the receipt of a yearly invoice from the Department.
10. Kingsport shall not approve any drinking water project if the system has inadequate flow or pressure or if the project is likely to negatively affect existing customers or the water distribution system in general.
11. Kingsport shall furnish the Department certified copies of any changes to locally imposed standards or the individual charged with approving plans.
12. Failure to comply with the above requirements or to maintain an acceptable program will result in revocation of certification authority granted under this Agreement.
13. All signatories to this Agreement warrant that they have actual authority to enter into this Agreement.
14. This Agreement shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.
15. This Agreement shall be effective for a term of five years commencing upon execution and shall renew automatically for additional one-year terms, unless either party provides the other party written notice of its intent to terminate this Agreement no less than 90 days prior to the expiration of the term. If this Agreement is terminated, all parties shall comply with the requirements for Department approval of plans contained in Tennessee Code Annotated section 68-221-102.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

[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 for local approval of public water supply projects

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 an agreement with TDEC for local approval of public sewer system projects is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with TDEC for local approval of public sewer system projects, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT BETWEEN
THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION,
DIVISION OF WATER RESOURCES
AND**

THE CITY OF KINGSFORT FOR ITS KINGSFORT UTILITIES DEPARTMENT

This agreement is made between the Tennessee Department of Environment and Conservation (Department) and the City of Kingsport for its Kingsport Utilities Department ("Kingsport"). Kingsport operates and maintains a publicly owned treatment works and desires that the Department grant certification, under Tennessee Code Annotated section 68-221-102 – Supervision over construction of water supply and sewerage systems — Certification of local standards, to review and approve local sewerage collection system projects for construction in lieu of Department approval.

The Department hereby grants Kingsport, in accordance with Tennessee Code Annotated section 68-221-102 authority to approve wastewater plans with the conditions and exceptions set out in the agreement.

1. The standards and requirements adopted by Kingsport shall be used to review all wastewater construction projects included in this certification. Those standards and requirements shall be at least as stringent as the standards in the Department's "Design Criteria for Sewage Works Construction Plans and Documents".
2. In the event of a disagreement between the parties, the Department's interpretation of the "Design Criteria for Sewage Works Construction Plans and Documents" shall prevail.
3. Kingsport agrees that approval of construction plans and specifications will not be granted without the approval of an engineer registered to practice in the state of Tennessee and employed by Kingsport.
4. Plans for any of the following projects must still be submitted to the Department for approval prior to the initiation of construction:
 - a. All treatment plants, including individual units and processes, as well as the main lift station;
 - b. All design and/or construction projects funded by state and/or federal loans, grants, etc.;
 - c. All plans developed by the staff of Kingsport;
 - d. All sludge handling facilities;
 - e. All collection lines greater than or equal to 12 inches in diameter, and;
 - f. All wastewater lift stations greater than or equal to 300 gpm.
5. All wastewater plans approved by Kingsport shall be stamped on the cover sheet certifying that approval has been granted in accordance with the Department's Criteria. The design shall incorporate the appropriate provisions of the Tennessee Erosion and Sediment Control Handbook and all necessary aquatic resource alteration permits shall be obtained from the Department prior to approval of the plans and specifications.
6. Kingsport shall forward the Department a copy of all wastewater plans and specifications approved by Kingsport by the seventh day of the month following approval of the plans. Electronic copies are preferred.
7. The Department retains the right of access to all projects and a copy of the approved plans shall be available at the construction site for inspection. The Department may, upon request, periodically evaluate the quality of the plans review program operated by Kingsport.
8. Kingsport will only approve construction plans and specifications that are designed and sealed by an engineer registered to practice in the State of Tennessee.
9. Kingsport shall promptly pay a \$1,000 annual fee upon the receipt of a yearly invoice from the Department.
10. Kingsport shall not approve any wastewater project if the system has inadequate capacity or if the project is likely to negatively affect existing customers or the sewer collection system in general.
11. Kingsport shall furnish the Department certified copies of any changes to locally imposed standards or the individual charged with approving plans.

12. Failure to comply with the above requirements or to maintain an acceptable program will result in revocation of certification authority granted under this Agreement.
13. All signatories to this Agreement warrant that they have actual authority to enter into this Agreement.
14. This Agreement shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.
15. This Agreement shall be effective for a term of five years commencing upon execution and shall renew automatically for additional one-year terms, unless either party provides the other party written notice of its intent to terminate this Agreement no less than 90 days prior to the expiration of the term. If this Agreement is terminated, all parties shall comply with the requirements for Department approval of plans contained in Tennessee Code Annotated section 68-221-102.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 2nd day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Rescind Award of Tire Recapping Services to Southern Tire Mart and Awarding the bid to Goodyear Tire & Rubber Co.

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

Action Form No.: AF-232-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds/S. Leonard

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on May 3, 2022 for the purchase of Tire Recapping Services for use by the Fleet Maintenance Department for FY23. The bid was awarded to Southern Tire Mart on May 17, 2022 and the contract went into effect on July 1, 2022. On July 21st, an email was received from Southern Tire Mart stating that beginning August 1, 2022, they would no longer honor the pricing on the bid they submitted. Therefore, we recommend rescinding the award to Southern Tire Mart and award to Goodyear Tire & Rubber Co.

Goodyear Tire & Rubber Co. will hold the pricing on their bid through June 30, 2023.

Funding is available in various department vehicle expense budgets.

Attachments:

1. Resolution
2. Bid Opening Minutes

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: *20*

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

RESOLUTION NO. _____

A RESOLUTION RESCINDING THE AWARD OF BID FOR TIRE RECAPPING SERVICES TO SOUTHERN TIRE MART; AWARDING THE BID FOR TIRE RECAPPING SERVICES TO GOODYEAR TIRE & RUBBER CO.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 3, 2022, for tire recapping services for use by the Fleet Maintenance Department; and

WHEREAS, on May 17, 2022 (Resolution No. 2022-239) the board awarded the bid to the low bidder Southern Tire Mart, at an annual cost of \$59,970.00; and

WHEREAS, on July 21, 2022, an email was received from Southern Tire Mart stating that beginning August 1, 2022, they would no longer honor the pricing on the bid they submitted, as a result staff recommends rescinding the award to Southern Tire Mart, and awarding the bid to Goodyear Tire & Rubber, Co., the only other vendor to submit a bid; and

WHEREAS, Goodyear Tire & Rubber Co. will hold the pricing on their bid through June 30, 2023, at an anticipated annual cost of \$70,531.34; and

WHEREAS, funding is identified in available in various department vehicle expense budgets.

Now therefore,

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

SECTION I. That the award bid for tire recapping services to Southern Tire Mart (Resolution No. 2022-239) approved by the board on May 17, 2022, is hereby rescinded.

SECTION I. That the award bid for tire recapping services at an anticipated annual cost of \$70,531.34, is awarded to Goodyear Tire & Rubber, Co., and the city manager is authorized to execute purchase orders for same

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

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

ADOPTED this the 2nd day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
May 3, 2022
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

RECAPPING TIRE SERVICE			
Description of Items:	Est. Qty.:	Southern Tire Mart	Goodyear Tire & Rubber Co.
Tire Cap Cold MS – 12R22.5 – Gripper 22/32"	20	\$125.00	\$149.50
Tire Cap Cold MS – 10R22.5 – Gripper 22/32"	20	\$106.00	\$129.90
Tire Cap Cold MS – 11R22.5 – Gripper 22/32"	70	\$120.00	\$143.30
Tire Cap Cold MS Lug – 425/65R22.5 – 26/32"	10	\$260.00	\$280.00
Tire Recap All Position – 275/80R22.5 – Highway 18/32"	6	\$120.00	\$136.24
Tire Recap Mud and Snow – 255/70R22.5 – Gripper 22/32"	6	\$105.00	\$129.90
Tire Recap Mud & Snow – 12R22.5 – XDUS Refuse Tread 32/32"	100	\$175.00	\$211.32
Tire Recap Mud & Snow – 11R22.5 – XDUS Refuse Tread 32/32"	150	\$170.00	\$195.89

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



AGENDA ACTION FORM

A Resolution to Enter into a Lease with Kingsport Model Trains Project Inc. at Lynn View Community Center

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

Action Form No.: AF-220-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Michael Borders
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

The Kingsport Model Trains Project was previously a function of Engage Kingsport. The project has since incorporated as an independent nonprofit corporation requiring a new lease. The Kingsport Model Trains Project requests to continue using space at the Lynn View Community Center for the project. The lease will be for 12 months with the option to renew for an additional 12 months with a rental rate of \$1 per month.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR THE USE OF SPACE AT THE LYNN VIEW COMMUNITY CENTER BY KINGSPORT MODEL TRAINS PROJECT, INC. AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, previously the Kingsport Model Trains Project operated as a function of Engage Kingsport out of space at the Lynn View Community Center; and

WHEREAS, the Kingsport Model Trains Project, Inc., has now established itself as a standalone non-profit organization that desires to lease space within the Lynn View Community Center; and

WHEREAS, the lease will be for 12 months with the option to renew for an additional 12 months with a rental rate of \$1 per month.

Now therefore,

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

SECTION I. That a Lease Agreement between the City of Kingsport and Kingsport Model Trains Project for space located at the Lynn View Community 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, the Lease Agreement between the City of Kingsport and Kingsport Model Trains Project for space located at the Lynn View Community Center, Tennessee, 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:

**LYNN VIEW COMMUNITY CENTER
LEASE AGREEMENT**

THIS LEASE, made and entered into as of this ____ day of _____, 2022, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and Kingsport Model Trains Project, Inc., a 501(c)(3) public charity not for profit corporation chartered under the laws of the state of Tennessee (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord six classroom spaces on the third floor of the building known as the Lynn View Community Center. Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. Term. The term of this Lease shall be until August 30, 2023, and shall commence to run on the date of this Lease. The Parties shall have the option to renew this Lease for one (1) successive renewal term of twelve (12) months. Each of such renewal terms shall be upon the same terms, covenants and conditions hereof, except (a) there shall be no further renewal right after the expiration

of the renewal term, and (b) compensation shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord no less than 30 days prior to the termination of this Lease on August 1, 2022. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. This Lease may be terminated at any time during the term of the lease or any renewal thereof by either party by giving written notice to the other party at least 30 days before the effective date of such termination.

3. Use. Tenant shall use the Premises for purposes of holding meetings, operating and displaying model trains. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant agrees that Landlord may remove any of Landlord's furnishings from the Premises while Premises are not occupied by Tenant.

4. Rent. Tenant agrees to pay to Landlord as Rent, without notice or demand, the amount of TWELVE DOLLARS (\$12.00) in advance of occupancy.

5. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit, or allow to be committed, any waste in or upon the Premises.

6. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Alterations and Additions. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part except movable furniture and trade fixture.

8. Repairs. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

Notwithstanding the provisions of this section hereinabove, Landlord shall repair and maintain the exterior walls and roof of the building of which the Premises are a part, unless the necessity for such maintenance and repairs is caused in part or in whole by the act, neglect, fault or omission of the Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed

under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Commercial General Liability Insurance issued on an Insurance Services Office (ISO) Special Coverage Form or its equivalent for bodily injury, property damage, and contractual coverages in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in a general aggregate. The policy shall have no sublimits and sufficient fire legal liability limit to reimburse for any fire damage to Tenant's or other leased and unleased spaces. Proceeds from any insurer shall first be applied to the repair or restoration of the building, leased premises, and satisfaction of this lease before payment is made to benefit the Tenant.

All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent as determined by the City. A Certificate of Insurance is required upon execution of the lease and shall include the following language: "The City of Kingsport, Tennessee, its governing body, elected officials, officers, volunteers, agents, and employees as additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." And, "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder." Tenant's insurance policies shall include appropriate clauses waiving all rights of subrogation against Landlord with respect to losses payable under such policies.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Lynn View Community Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise.

The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements Deleted for Inclusion in This Resolution]

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

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

ADOPTED this the 2nd day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Enter into an Agreement with Engage Kingsport to Administer a Cultural Arts Initiative

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

Action Form No.: AF-235-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Michael Borders
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

The Office of Cultural Arts and Engage Kingsport are working collaboratively on a cultural arts initiative for the City of Kingsport which will allow for citizen participation and thereby inspiring community interest and engagement in the arts.

This resolution authorizes Engage Kingsport to administer the initiative and provides \$10,000.00 for materials and supplies.

Funding is identified in GP2217.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jim*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
ENGAGE KINGSPORT TO ADMINISTER A CULTURAL ARTS
INITIATIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY
AND PROPER TO EFFECTUATE THE PURPOSE OF THE
AGREEMENT

WHEREAS, the Office of Cultural Arts and Engage Kingsport are working collaboratively on a cultural arts initiative for the City of Kingsport which is intended to inspire community interest and engagement in the arts through citizen participation; and

WHEREAS, this resolution authorizes Engage Kingsport to administer the initiative on behalf of the city and provides \$10,000 for materials and supplies; and

WHEREAS, funding is identified in GP2217.

Now therefore,

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

SECTION I. That an agreement with Engage Kingsport for a Cultural Arts Initiative is authorized.

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

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

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the comfort, enjoyment 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 2nd day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Approving a Management Control Agreement between the Tennessee Bureau of Investigations and the City

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

Action Form No.: AF-231-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Chief Phipps
 Presentation By: Chief Phipps

Recommendation:

Approve the resolution.

Executive Summary:

Staff recommends the board authorize a Management Control Agreement with the Tennessee Bureau of Investigations which will allow the Kingsport Police Department to access necessary information networks.

The Criminal Justice Information System (CJIS) refers to the system of information network of devices managed, maintained and operated by the Tennessee Bureau of Investigations (TBI). "The City IT Department does not meet the definition of a criminal justice agency as contained in the Department of Justice regulations pertaining to management of CJIS..." Therefore, this agreement will exist to ensure that guidelines regarding CJIS regulations are adhered to by the City IT Department and are "adequately promulgated, monitored and enforced by the City Police Department." The TBI is the regulatory body overseeing all CJIS components and requires frequent audit of CJIS information records. This action will authorize the Mayor to sign the agreement.

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 APPROVING A MANAGEMENT CONTROL AGREEMENT WITH THE TENNESSEE BUREAU OF INVESTIGATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Criminal Justice Information System (CJIS) refers to the system of information network devices managed, maintained and operated by the Tennessee Bureau of Investigations (TBI); and

WHEREAS, as the City IT Department does not meet the definition of a criminal justice agency as contained in the Department of Justice regulations pertaining to management of CJIS, this agreement will exist to ensure that guidelines regarding CJIS regulations are adhered to by the City IT Department; and

WHEREAS, the TBI is the regulatory body overseeing all CJIS components and requires frequent audit of CJIS information records.

Now therefore,

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

SECTION I. That a Management Control Agreement with the Tennessee Bureau of Investigation regarding the City IT Department, 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, Management Control Agreement with the Tennessee Bureau of Investigation regarding the City IT Department, 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:

Management Control Agreement
Kingsport Police Department and Kingsport City IT Department

This agreement is entered into on the effective date hereinafter set forth and between the parties signatory hereto.

As used in this agreement, unless otherwise required by context, the terms "criminal justice information systems" and systems refers to the criminal information systems and attached devices managed, maintained and operated by the: 1) Tennessee Bureau of investigation (TBI), inclusive of the Tennessee Information Enforcement System (TIES) and the Tennessee Crime Information System (TCIS); 2) Federal Bureau of Investigation (FBI), inclusive of the National Crime Information Center (NCIC) and Interstate Identification Index (III) systems; and 3) collective body of states, inclusive of the International Justice and Public Safety Network (NIets).

As used in this agreement, unless otherwise required by context, the term "guidelines" refers to the comprehensive collection of standards specifically referenced in federal and state laws, rules, regulations, policies and procedures, with regards to the aforementioned systems. In addition, the CJIS Security Addendum appended hereto is incorporated by reference and made a part hereof, as if fully appearing herein.

The Kingsport City IT Department does not meet the definition of a criminal justice agency as contained in Department of Justice (DOJ) regulations pertaining to management of criminal justice information systems in Title 28, Code of Federal Regulations, Part 20, Subpart A.

Whereas these systems are dedicated solely to the storage and retrieval of criminal justice information and access of these systems and use of information obtained from these systems is specifically restricted to criminal justice agencies; and,

Whereas the Kingsport City IT Department seeks authorization to use these criminal justice information systems in performing those duties exclusively authorized by federal and state law.

Therefore, this Management Control agreement exists between the signatory parties to ensure that the guidelines incumbent upon all criminal justice agencies relative to the use of these systems are wholly adopted and adhered to by the Kingsport City IT Department and adequately promulgated, monitored and enforced by the Kingsport Police Department.

As evidenced by the authorized signature(s) affixed hereto, the Kingsport City IT Department agrees to delegate the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to guarantee the delivery of such level and priority of information systems service as is needed by the criminal justice community and as may be required by those guidelines.

As evidenced by the authorized signature(s) affixed hereto, the law enforcement official(s) agrees to accept the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to assume responsibility for exercising management control as may be required by those guidelines.

Management control is herein defined as the authority to set and enforce priorities for the: 1) operation of those hardware and software components used to access the aforementioned criminal justice systems; and 2) utilization of communication circuits and devices connecting components to those systems. Specifically, any request regarding use of said components or systems for non-criminal justice purposes will be evaluated and, if approved, subsequently prioritized by the law enforcement officials to protect the interests of the criminal justice community.

Management control is further herein defined as the authority to set and enforce basic standards for the selection and supervision responsibilities of the non-criminal justice agency, relative to only those personnel who may be designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems. Those standards, set forth in the rules of the Tennessee Crime Information Center (Chapter 1395-1-1) establish: 1) minimum qualifications for employment as contained in Tennessee Code Annotated (TCA); 2) background investigation requirements for those persons meeting employment qualifications; and 3) TBI's network training and certification requirements for authorized system usage. The standards pertaining to supervision responsibilities may require action by the non-criminal justice agency up to and including, complete and permanent restriction of an employee from any position designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems.

Finally, management control is herein defined as the authority to set and enforce policy governing the operation of the hardware and software components, telecommunications circuits, and systems referred to in this agreement. Those policies are contained in the published guidelines of TBI, FBI and Nlets and include the restrictions applicable to agency personnel regarding matters of access and dissemination limitations.

Kingsport City IT Department expressly retains complete authority to set and enforce: 1) priorities for the operation and use of any component, circuit or computer system not herein referenced; 2) standards for the selection and supervision of any personnel not herein referenced; and 3) policy governing the operation of any hardware and software component, circuit or system not herein referenced.

This agreement shall not become effective until reduced to writing and executed by both parties hereto, and may be altered or amended at any time by the mutual agreement of the parties.

This agreement shall continue in effect until terminated by the unanimous consent of the parties hereto or superseded by a subsequent agreement issued by TBI.

Relinquishing Management Control, as outlined in this agreement:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 2nd day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a AAA Traffic Safety Grant for up to \$15,000

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

Action Form No.: AF-234-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Capt. Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the resolution.

Executive Summary:

The Kingsport Police Department has an opportunity to apply for an AAA Traffic Safety Grant to help "fight impaired driving and speeding through high-visibility traffic safety and education campaigns; equipment; and small-scale road engineering projects". To that effect the Kingsport Police Department wishes to purchase a Bosch CDR Download Kit to assist in the download of speed-related data from vehicles involved in crashes.

There are no matching fund requirements.

Attachments:

1. Resolution
2. E-mail advising of grant opportunity.

Funding source appropriate and funds are available: *Jmm*

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: *ad*

	<u>Y</u>	<u>N</u>	<u>O</u>
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 AAA SAFETY GRANT FOR THE KINGSPORT
POLICE DEPARTMENT

WHEREAS, the city, through the Kingsport Police Department, would like to apply for a safety grant through AAA, which will provide funds to support the fight of impaired driving and speeding through high-visibility traffic safety and education campaigns; equipment; and small-scale road engineering projects; and

WHEREAS, the grant funds, in the amount up to \$15,000.00 will assist in the purchase of a Bosch CDR Download Kit to assist in the download of speed-related data from vehicles involved in crashes; and

WHEREAS, there are no matching fund requirements associated with the grant.

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 safety grant funds from the AAA in the amount up to \$15,000.00 for the Kingsport Police Department, 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 2nd day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

From: [Gore, Randall](#)
To: [Gore, Randall](#)
Subject: FW: FW: AAA Tennessee Traffic Safety Grant
Date: Friday, July 22, 2022 15:55:30



AAA seeks to collaborate with organizations across Tennessee to create positive, lasting impacts on traffic safety—whether through education, enforcement or engineering—with the goal of saving lives and making our roadways safer.

AAA is now accepting applications for traffic safety grants to fight **impaired driving and speeding through high-visibility traffic safety and education campaigns; equipment; and small-scale road engineering projects.**

Grant funds should be used in 2022 and must go to a tax-exempt organization. AAA Traffic Safety Grant funds cannot be used to purchase body cameras or radar guns; funds cannot be used for staff compensation, travel, or any form of fees/dues. Requests should be limited to \$15,000.

Important Dates:

Grant Period Opens: Monday, July 11, 2022

Deadline for Grant Submissions: Monday, August 22, 2022

Agencies Notified of Decision after Monday, August, 29 2022

Questions?

Contact: Barry Stevenson, TN Public Affairs Specialist BStevenson@acg.aaa.com

Click [HERE](#) to submit your application

Contact Us

bstevenson@acg.aaa.com

smilani@acg.aaa.com



Learn more about our Online Drivers Training Program [here](#).

Check out our Lesson Plans for AAA Student Learning [here](#).

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AGENDA ACTION FORM

A Resolution Rescheduling the Meetings of the Board of Mayor and Aldermen in September, 2022

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

Action Form No.: AF-228-2022
 Work Session: August 1, 2022
 First Reading: N/A

Final Adoption: August 2, 2022
 Staff Work By: Bart Rowlett
 Presentation By: C. McCartt

Recommendation:

Approve the resolution.

Executive Summary

Due to conflicts with conferences and other obligations, staff recommends rescheduling the meetings of the Board of Mayor and Aldermen in September. Pursuant to Article III, Section 7 of the city charter changes to the regularly scheduled meetings must be done by ordinance or resolution.

Staff recommends that a work session be held on Monday September 12, 2022, at 4:30 p.m. and the business meeting be held on September 13, 2022, at 7:00 p.m. in lieu of the previously set meetings.

Attachments:

- 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: *aw*

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

RESOLUTION NO. _____

A RESOLUTION SETTING THE DATE FOR A WORK SESSION OF THE BOARD OF MAYOR AND ALDERMEN ON SEPTEMBER 12, 2022, A BUSINESS MEETING OF THE BOARD OF MAYOR AND ALDERMEN ON SEPTEMBER 13, 2022 AND CANCELLING ALL OTHER PREVIOUSLY SET MEETINGS IN SEPTEMBER, 2022

WHEREAS, the charter of the city provides that the business meeting of the board of mayor and aldermen will take place on the first and third Tuesdays of each month at 7:00 p.m., unless otherwise provided by resolution or ordinance; and

WHEREAS, due to scheduling conflicts and other obligations of the board and city administration, the board deem it necessary to hold only one work session and one business meeting in September, 2022;

Now therefore,

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

SECTION I. That a work session of the board shall be held at 4:30 p.m. on Monday September 12, 2022 and a business meeting shall be held on Tuesday September 13, 2022 at 7:00 p.m.

SECTION II. That all other previously set meetings of the board during the month of September are cancelled.

SECTION III. That the city recorder is authorized and directed to advertise the change in the dates of the work session and regular business meetings of the board of mayor and aldermen to September 12 and 13, 2022, and to take all acts needed to ensure that notice of the meeting is made to the public in compliance with T.C.A. § 8 – 44 – 103.

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

ADOPTED this the _____ day of August, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY