



## **AGENDA**

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

**Monday, May 14, 2018, 4:30 p.m.**

**City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

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

Mayor John Clark  
Vice Mayor Mike McIntire, Presiding  
Alderman Jennifer Adler  
Alderman Joe Begley

Alderman Betsy Cooper  
Alderman Colette George  
Alderman Tommy Olterman

#### **Leadership Team**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager for Operations  
J. Michael Billingsley, City Attorney  
Jim Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief

Scott Boyd, Fire Chief  
Lynn Tully, Development Services Director  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. Sales Tax, Wellness Clinic & Safety – Jeff Fleming
4. Review of Items on May 15, 2018 Business Meeting Agenda
5. Adjourn

#### **Next Work Session, June 4: KEDB/NETWORKS Update**

***Citizens wishing to comment on agenda items please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.***

## BMA Report, May 14, 2018



### Kingsport Employee Wellness, George DeCroes

	01/01/2018 – 04/30/2018	04/01/2018 – 04/30/2018
<b>Total Utilization</b>	<b>99.2%</b>	<b>112.5%</b>
City – Active Employees	64.0%	71.0%
City – Dependents	28.1%	20.5%
City – Retirees	2.5%	2.9%
Extended-Patient Services/Other	0.6%	1.2%
Work Comp	0.3%	0.2%
No Show	4.5%	4.2%

There were 253 appointments for HRA's during the month of April.

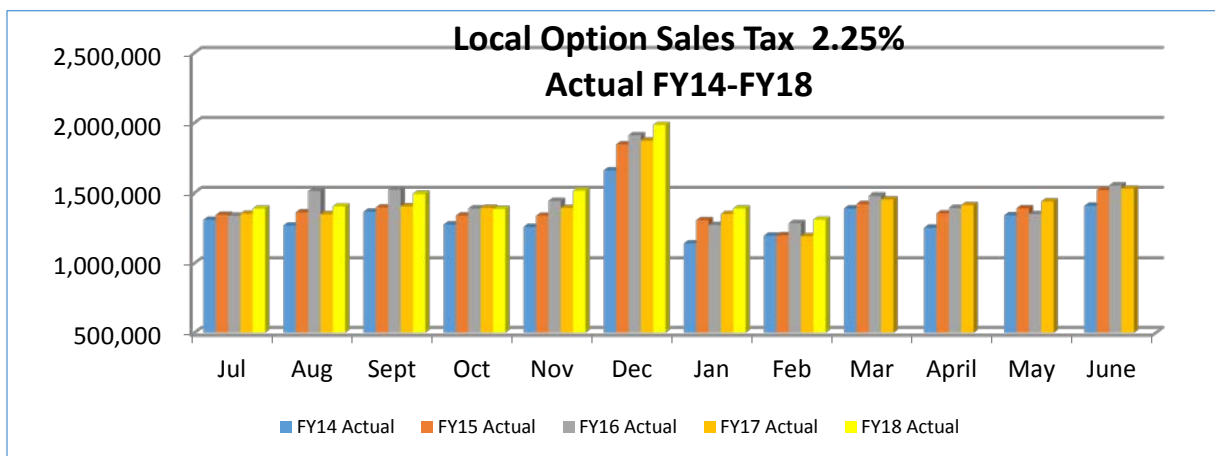
### Worker's Compensation, Terri Evans

For the month of April 2018 the city had 7 recordable claims. All of the 7 claims involved were restricted duty.

### Financial Comments, Judy Smith

#### Local Option Sales Tax 2.25% - Five Year History

	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Actual	FY18 Actual	Adopted FY18 Budget	FY18 Over/ Under Budget	Variance FY18 Over/Under Prev. Year Actual	FY18 Over/Under Prev. Year Actual	% of Growth FY18 Over/ Under Budget
Jul	1,312,286	1,346,896	\$1,341,027	\$1,354,948	\$1,392,147	\$1,369,430	22,717	37,199	2.75%	1.66%
Aug	1,271,614	1,365,262	1,513,366	1,351,703	1,408,119	\$1,365,406	42,713	56,416	4.17%	3.13%
Sept	1,369,878	1,401,017	1,523,474	1,407,707	1,493,952	\$1,406,960	86,992	86,245	6.13%	6.18%
Oct	1,278,027	1,342,308	1,392,699	1,397,511	1,389,451	\$1,377,506	11,945	(8,060)	-0.58%	0.87%
Nov	1,261,963	1,340,457	1,446,687	1,396,643	1,515,210	\$1,394,595	120,615	118,567	8.49%	8.65%
Dec	1,661,378	1,845,794	1,911,650	1,873,531	1,985,601	\$1,845,939	139,662	112,070	5.98%	7.57%
Jan	1,143,685	1,309,305	1,274,292	1,353,575	1,392,917	\$1,343,079	49,838	39,342	2.91%	3.71%
Feb	1,198,993	1,201,182	1,287,536	1,194,890	1,312,713	\$1,201,182	111,531	117,823	9.86%	9.29%
Mar	1,392,759	1,424,090	1,481,645	1,457,518		\$1,424,090				
April	1,255,243	1,357,635	1,396,651	1,416,452		\$1,366,651				
May	1,343,786	1,393,582	1,353,162	1,442,890		\$1,363,162				
June	1,411,977	1,520,599	1,552,713	1,529,681		\$1,530,600				
<b>Total</b>	<b>15,901,589</b>	<b>16,848,127</b>	<b>17,474,902</b>	<b>17,177,049</b>	<b>11,890,110</b>	<b>16,988,600</b>	<b>\$ 586,013</b>	<b>\$ 559,602</b>	<b>4.96%</b>	<b>5.13%</b>



# City of Kingsport

## Project Status in Pictures



### 1 Lynn View Ballfield

ADA improvements were made to the dugout area and two handicap parking spaces were created.

### 2 Enterprise Place Boardwalk

The installation of the wooden boardwalk decking is 90% complete. Final sidewalk placement is all that remains.

### 3 Bays Mountain Restroom Renovations

Tiling the spaces and additional drywall work has begun in the lower level restrooms.

### 4 DBHS Renovations

Work continues on the concrete placement for the columns and 1st and 2nd floor concrete slabs.

### 5 Borden Park Playground

The rest of the playground equipment is being installed and mulch is being laid. Project completion is expected early next week.



# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Per TDOT Field Survey was completed and turned over to Design week of 11/12/2017.
\$6,719,995.10	Chad Austin	Chad Austin	Reedy Creek Sewer Trunk Line	SW1706	7/20/2018	Crews are working on creek crossing behind Fairway Ford and along Sullivan St, tying into tunnel.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	WA1700/ SW1700/ SW1603	4/1/2019	Working with Sierra Wireless to complete radio frequency analysis for sewer lift stations. Expect 30% drawings by the end of March.
\$4,400,000.00	Niki Ensor	Niki Ensor	WWTP Electrical Improvements	SW1800	9/1/2019	Received 30% plans on 4/6/18.
\$4,186,000.00	Chris McCartt	Melton, Dawn	New KATS Transit Center	GP1718	1/18/2019	Concrete foundation and slab work continues.
\$3,867,000.00	Chad Austin	Hank Clabaugh	Border Regions Sewer Extensions		2/17/2020	Initial survey has began.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	90% desgin complete. Project is on hold until funding becomes available.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2019	Three easements remain - Miller, Byrd, Micheli.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	6/30/2019	Still awaiting RPAI (East Stone Commons Owner) coordination with designer on access needs.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	40% Design Plans received and reviewed. TDOT Format "Preliminary Plans" development underway.
\$1,688,507.50	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement	WA1803/G P1830	9/18/2018	Contractor should have line installation completed on High Ridge Road this week.
\$961,140.00	Michael Thompson	Elsea, Tim	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]	GP1725	8/31/2020	Meeting on 5/3/18 with designer to address comments from City. Once comments are addressed plans will be submitted to TDOT for design review comments.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2019	Secondary appraisals underway to satisfy mortgage holder requirements to release liens.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	GP1623	12/7/2019	Value Engineering underway to meet funding availability.
\$619,720.46	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded]	MPO15A	6/30/2018	Telephone company expects to be relocated by 6/8/18/
\$600,000.00	Kitty Frazier	Melton, Dawn	Riverbend Park	GP1512	12/31/2018	BARGE still working on design.



Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$420,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation (2017-C28)	GP1711	12/22/2018	Grout repair work continues
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/31/2021	Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
\$350,000.00	Chad Austin	Hank Clabaugh	Border Regions Area 3 Water Upgrades		11/30/2018	Plans have been submitted to TDEC for review.
\$350,000.00	Rob Cole	Austin, Chad	Bays Mountain Septic System Upgrades	GP1704	6/30/2018	Plans are under TDEC review.
\$288,000.00	Chris McCartt	Clabaugh, Hank	Carousel Park		10/31/2018	Pre Construction meeting was held on May 8th. Contractor's Notice to Proceed set for May 29th.
\$246,225.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	10/31/2018	Work to begin on or about May 14th.
\$230,000.00	Chris McCart	Hickman, Mike	Library Colonnade Expansion	GP1807	7/1/2018	Barrier fencing being installed.
\$206,280.76		Clabaugh, Hank	2018 Contracted Paving - Barnett Drive and Fiddlers Way	NC1800		W-L Construction and Paving was the low bidder. The Contract is working it's way through the signature phase.
\$187,500.00	Kitty Frazier	Melton, Dawn	Lynn View Community Center Site Improvements	GP1714	5/20/2018	Seeding and mulching completed.
\$150,000.00	Steve Robbins	Steve Robbins	Bloomington Culvert Replacement		11/30/2018	Design underway by consultant (Mattern & Craig)
\$128,747.00		Clabaugh, Hank	Center Street Sidewalk Improvements - Phase 1			Preconstruction conference scheduled for May 22nd.
\$117,889.67	Kitty Frazier	Melton, Dawn	Borden Park Phase II - Playground	GP1700	6/30/2018	Equipment installation close to completion. ADA compliant mulching being installed.
\$75,797.00	Rob Cole	Hickman, Mike	Bays Mountain Bathroom Renovations		5/15/2018	Tiling complete. Ceiling installation began.
\$50,000.00	Steve Robbins	David Edwards	Main St. & Sullivan St. System Upgrades		6/15/2018	Waiting on TDEC approval
		Jason Starnes	Baysview Court Waterline Replacement Project			Waiting on check for TDEC Plan Review.
		Jason Starnes	Osceola Dr. W/L Replacement Project			To TDEC for Review.

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## **AGENDA**

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

### **BUSINESS MEETING**

**Tuesday, May 15, 2018, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

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

Mayor John Clark  
Vice Mayor Mike McIntire, Presiding  
Alderman Jennifer Adler  
Alderman Joe Begley

Alderman Betsy Cooper  
Alderman Colette George  
Alderman Tommy Olterman

#### **City Administration**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager of Operations  
J. Michael Billingsley, City Attorney  
James Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Scott Boyd, Fire Chief  
Lynn Tully, Development Services Director  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

#### **I. CALL TO ORDER**

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – Led by Cub Scout Pack 54**

#### **II.B. INVOCATION – Jonathan Hermes, St. Timothy's Episcopal Church**

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

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

1. Keep Kingsport Beautiful Beautifications Awards – Robin Cleary
2. Public Works Week Proclamation – Ryan McReynolds (Alderman Begley)
3. Monarch Month Proclamation – Paul deMarrias (Alderman George)

#### **IV.B. APPOINTMENTS**

None

#### **V. APPROVAL OF MINUTES**

1. Work Session – April 30, 2018
2. Business Meeting – May 1, 2018

#### **VI. COMMUNITY INTEREST ITEMS**

##### **A. PUBLIC HEARINGS**

1. Amend Zoning of Parcel 23, Located at 1701 Virginia Avenue (AF: 85-2018) (Ken Weems)
  - Public Hearing
  - Ordinance – Zoning
2. Amend Zoning of a Portion of Parcels 36.05 and 36.10, Located Behind the Existing Dollar General Market, 5215 Memorial Boulevard (AF: 86-2018) (Ken Weems)
  - Public Hearing
  - Ordinance – Zoning

#### **COMMENT**

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

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

1. Amend City Code Section 1-15 to Include Name Change of SBK, Inc to PetWorks (AF: 77-2018) (David Quillin)
  - Ordinance – First Reading
2. Ordinance to Amend the FY 2018 General Purpose School Fund Budget (AF: 87-2018) (David Frye)
  - Ordinance – First Reading
3. Ordinance to Amend the FY 2018 Schools Federal Projects Fund Budget (AF: 88-2018) (David Frye)
  - Ordinance – First Reading
4. Ordinance to Amend the FY 2018 School Special Projects Fund Budget (AF: 89-2018) (David Frye)
  - Ordinance – First Reading

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

None

**D. OTHER BUSINESS**

1. Enter into a Contractual Agreement, TDOT Project No: 825339-S3-003 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 76-2018) (Chris McCartt)
  - Resolution
2. Execution of an Amendment to the Agreement with Crook Brothers (AF: 79-2018) (David Frye, Jennifer Walker)
  - Resolution
3. Renewing the Contract for Concession Food Service Distributor for the Kingsport Aquatic Center to H.T. Hackney Company and B.K.T., Inc. (AF: 84-2018) (Chris McCartt)
  - Resolution
4. Interdepartmental Work Estimate with the Sullivan County Highway Department for Resurfacing of the City's Portion of Moreland Drive at Rock Springs Road (AF: 82-2018) (Ryan McReynolds)
  - Resolution
5. Amending and Extending Agreement with St. Andrews Parish Parks and Playground Commission for Use and Annual Maintenance of eTrak-Plus Software (AF: 81-2018) (Chris McCartt, Sid Cox)
  - Resolution
6. Awarding the Bid for the Purchase of One Scissor Lift and One Mobile Lift System (AF: 90-2018) (Ryan McReynolds, Steve Hightower)
  - Resolution

**VII. CONSENT AGENDA**

1. Kingsport School Nutrition Services to Execute an Amendment to Renew the Agreement with Tyson Prepared Foods, Inc. (AF: 78-2018) (David Frye, Jennifer Walker)
  - Resolution
2. Kingsport City Schools to Renew the Opt-In Agreement with Metro Nashville Public Schools Contract #2-225071-08 and Education Networks of America, Inc. (ENA) for Voice Services for Remaining 3 Year Term (AF 80-2018) (David Frye)
  - Resolution
3. Issuance of Certificate of Compliance for Retail Food Stores to Sell Wine (AF: 74-2018) (Jim Demming)
  - Certificate of Compliance
4. Apply and Receive a Quick-Action Grant from AARP (AF: 75-2018) (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**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, April 30, 2018, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder/Chief Financial Officer

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Joe Begley, Alderman Betsy Cooper and Alderman Colette George.
3. **BAYS MOUNTAIN PARK & PLANETARIUM STATUS.** Sid Cox gave a presentation on this item and answered questions. Assistant City Manager for Administration Chris McCart provided further details on the marketing strategy for the park. Alderman Adler pointed out that food service should be a priority. Mr. Cox said that is definitely on the radar, but there are many things that need to be considered before that can be implemented. Discussion ensued.
4. **ANNUAL COMMUNITY DEVELOPMENT BLOCK GRANT.** Development Services Director Lynn Tully presented this item, pointing out the government has indicated that we will receive the same funding as last year. She highlighted the organizations that received funding last year, noting the decisions were made by a volunteer committee. Some discussion followed.
5. **REVIEW OF AGENDA ITEMS ON THE MAY 1, 2018 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.C.1 Ratify Acceptance and Appropriation of Grant Funds to the Kingsport Farmers Market by the Sullivan County Regional Health Department and Execute Memorandum of Understanding (AF: 58-2018).** City Attorney Billingsley stated he would be redrafting the wording for this item to be presented tomorrow night, but the material would remain the same.

The budget work session scheduled for next Tuesday at 2:00pm was announced and citizens encouraged to attend.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, April 30, 2018**

6. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:30 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor



Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, May 1, 2018, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James Demming, City Recorder/Chief Financial Officer

**I. CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.

**II.A. PLEDGE OF ALLEGIANCE TO THE FLAG:** Healthy Kingsport Team.

**II.B. INVOCATION:** Jack Edwards, Retired Minister.

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

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

1. Healthier Tennessee Designation (Healthy Kingsport)
2. Proclamation Presentation - Drinking Water Week (Vice Mayor McIntire)

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

**V. APPROVAL OF MINUTES.**

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

- A. April 16, 2018 Regular Work Session
- B. April 17, 2018 Regular Business Meeting

Approved: All present voting “aye.”

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.**

1. **Public Hearing, Resolution for 2018 Annual Action Plan for Community Development** (AF: 67-2018) (Lynn Tully).

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 1, 2018**

Motion/Second: McIntire/George, to pass:

**Resolution No. 2018-145**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2019, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Passed: All present voting “aye.”

**2. Annexation Annual Plan of Services Report** (AF: 62-2018)  
(Nathan Woods). City Planner Nathan Woods gave a brief presentation on this item.

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

**PUBLIC COMMENT.** Mayor Clark 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.** None.

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

**1. Ratify Acceptance and Appropriation of Grant Funds to the Kingsport Farmers Market by the Sullivan County Regional Health Department and Execute Memorandum of Understanding** (AF: 58-2018) (Chris McCartt, Sid Cox).

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6218**, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE FARMERS MARKET SNAP PROJECT FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

Motion/Second: George/Begley, to pass:

**Resolution No. 2018-146**, A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE SULLIVAN COUNTY REGIONAL HEALTH DEPARTMENT TO ACCEPT MATCHING SNAP GRANT FUNDS FOR THE KINGSFORT FARMERS MARKET AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

Passed: All present voting “aye.”

**D. OTHER BUSINESS.**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 1, 2018**

**1. Bid Award for the Purchase of One (1) Cab/Chassis with Man Lift Bucket and Body** (AF: 54-2018) (Ryan McReynolds, Steve Hightower).

Motion/Second: McIntire/George, to pass:

**Resolution No. 2018-147**, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH MAN LIFT BUCKET AND BODY TO ALTEC INDUSTRIES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**2. Amend Contract for Allandale Mansion Party Barn Wood Siding Repair** (AF: 66-2018) (Chris McCartt)

Motion/Second: Adler/George, to pass:

**Resolution No. 2018-148**, A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH ARMSTRONG CONSTRUCTION FOR THE ALLANDALE MANSION PARTY BARN WOOD SIDING REPAIR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

**3. Condemn Property in Fee for Eastern Greenbelt Extension Project** (AF: 70-2018) (Mike Billingsley).

Motion/Second: McIntire/Cooper, to pass:

**Resolution No. 2018-149**, A RESOLUTION TO AUTHORIZE CONDEMNATION PROCEEDINGS FOR EASTERN GREENBELT EXTENSION PROJECT

Passed: All present voting "aye."

**4. Renew Workers' Compensation Third Party Administration Services for the City and the School System** (AF: 68-2018) (Terri Evans).

Motion/Second: George/Cooper, to pass:

**Resolution No. 2018-150**, A RESOLUTION ACCEPTING THE PROPOSAL OF B&E INC., D/B/A TRI-STATE CLAIMS FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION SERVICES. FOR THE CITY AND KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH TRI-STATE CLAIMS AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**5. Accept Proposal of CareHere as the Provider of Health, Wellness and Occupational Medicine Clinic Services for City of Kingsport Employees** (AF: 73-2018) (George DeCroes).



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 1, 2018**

Motion/Second: McIntire/Adler, to pass:

**Resolution No. 2018-151**, A RESOLUTION ACCEPTING THE PROPOSAL OF CAREHERE, LLC, D/B/A CAREHERE MANAGEMENT, PLLC, AS THE PROVIDER AND ADMINISTRATOR OF HEALTH, WELLNESS, AND OCCUPATIONAL MEDICINE SERVICES AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CAREHERE, LLC, D/B/A CAREHERE MANAGEMENT, PLLC, AND ALL 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: Olterman/George, to adopt:

**1. Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (BWH) and the Regional Center for Health Professions (RCHP)** (AF: 25-2018) (Chris McCartt).

Pass:

**Resolution No. 2018-152**, A RESOLUTION APPROVING THE RENEWAL OF THE LEASES WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL AND THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AGREEMENT

Passed: All present voting “aye.”

**2. Apply for and Receive a DOJ-Office of Justice Programs’ Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant** (AF: 65-2018) (David Quillin).

Pass:

**Resolution No. 2018-153**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS’ BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

Passed: All present voting “aye.”

**3. Approval of Easements and Rights-of-Way for Minor Intersection Improvements Project - Granby Road and Williams Road** (AF: 69-2018) (Ryan McReynolds).

Approve:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 1, 2018**

APPROVAL OF EASEMENTS AND RIGHTS-OF-WAY FOR MINOR INTERSECTION  
IMPROVEMENTS PROJECT – GRANBY ROAD AND WILLIAMS ROAD

Passed: All present voting “aye.”

**4. Approve Receiving a Grant from East Tennessee Foundation for  
Kingsport Centennial Park (AF: 72-2018) (Chris McCartt).**

Pass:

**Resolution No. 2018-154**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
ALL DOCUMENTS NECESSARY TO RECEIVE AN EAST TENNESSEE FOUNDATION  
GRANT FOR KINGSFORT CENTENNIAL PARK

Passed: All present voting “aye.”

**5. Authorize Contract Between the City of Kingsport and the  
Tennessee Department of Transportation for Maintenance Activities Performed on  
Designated State Highways and for Mowing and Litter on J. B. Dennis (AF:  
71-2018) (Ronnie Hammonds).**

Pass:

**Resolution No. 2018-155**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT FOR FISCAL YEAR 2019 WITH THE STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE  
ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED  
IN THE KINGSFORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF  
TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER  
CONTROL ON JOHN B. DENNIS; AND EXECUTE ALL DOCUMENTS NECESSARY  
AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting “aye.”

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. Fleming stated he appreciated those who attended  
Officer Sean Cornett’s funeral as well as the remarks made by Chief Quillin.

**B. MAYOR AND BOARD MEMBERS.** Alderman Olterman encouraged people to  
vote today. Alderman George invited everyone to the Sip ‘N Stroll this Thursday  
downtown and pointed out this Saturday was the opening of the Farmers  
Market with events scheduled all day. She also echoed Alderman Olterman’s  
remarks on voting. Alderman Adler offered congratulations to all the upcoming  
high school and college graduates. Alderman Cooper commented on several  
upcoming events including the Twilight Alive downtown concerts as well as  
activities at Bays Mountain and the Greenbelt. She congratulated Alderman  
Olterman and Alderman George for the willingness to serve on the county  
commission. Lastly she pointed out the budget discussions were approaching  
and encouraged citizens to voice their concerns before it is too late. Vice-Mayor

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 1, 2018**

McIntire discussed the partnership between First Tennessee Bank and Operation Hope and the financial education it will provide. He stated this year's Leadership Kingsport class will present their community improvement projects this Thursday from 8:30 to 4:30 and the Public Art Master Plan discussion will be at 4:00 the same day at the Renaissance Center. He noted Camp Bays Mountain is now open with retreat capabilities and he also noted the 100<sup>th</sup> anniversary this month of Central Baptist. Lastly, the Vice-Mayor thanked the police for their successful take back project, noting 780 pounds of medication were received and another is scheduled for October, although citizens can take them at any time to the police department. Mayor Clark congratulated the Riverview Community, noting the first African-American church in Kingsport. He also made comments regarding the low turn-out for the current county election. He stated the goal of the different neighborhood commissions in the city is to improve communications between the city government and the neighborhoods, as well between the neighborhoods themselves. He stated the hope is to leverage these relationships to encourage citizens to vote in the next city election.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:45 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor



## AGENDA ACTION FORM

### **Amend Zoning of Parcel 23, Located at 1701 Virginia Avenue**

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-85-2018  
 Work Session: May 14, 2018  
 First Reading: May 15, 2018

Final Adoption: June 5, 2018  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

#### **Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone parcel 23 from R-1B, Residential District to PD, Planned Development District.

#### **Executive Summary:**

This is an owner-requested rezoning of approximately 6.82 acres located at 1701 Virginia Avenue from R-1B to PD. The purpose of the rezoning is to accommodate future residential construction. The Planning Department received 3 calls from Virginia Avenue residents about the rezoning. All callers were supportive of the rezoning proposal. No public comment was received during Planning Commission review of the item. During their April 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the rezoning to the Board of Mayor and Aldermen. The notice of public hearing was published on April 30, 2018.

#### **Attachments:**

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

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on May 15, 2018 to consider the rezoning for parcel 23 along Virginia Avenue and McCoy Street from R-1B District to PD District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

*BEGINNING at a point, said point being the northern corner of parcel 23 in common with the southern right-of-way of Virginia Avenue, Tax Map 062A; thence in a southwesterly direction, following the southern right-of-way of Virginia Avenue approximately 633 feet to a point, said point being the western corner of parcel 23 in common with the southern right-of-way of Virginia Avenue and the eastern right of way of McCoy Street; thence in a southeastern direction, following the eastern right-of-way of McCoy Street, approximately 708 feet to a point, said point being the southern corner of parcel 23; thence in a northeastern direction, approximately 690 feet to a point, said point being the eastern corner of parcel 23; thence in a northwestern direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 23, Tax Maps 62A and 62H as shown on the December 2016 Sullivan County Tax Maps.*

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSFORT  
Angie Marshall, Deputy City Clerk  
PIT: 4/30/18

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED AT 1701 VIRGINIA AVENUE FROM R-1B, RESIDENTIAL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located at 1701 Virginia Avenue from R-1B, Residential District to PD, Planned Development District in the 11<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northern corner of parcel 23 in common with the southern right-of-way of Virginia Avenue, Tax Map 062A; thence in a southwesterly direction, following the southern right-of-way of Virginia Avenue approximately 633 feet to a point, said point being the western corner of parcel 23 in common with the southern right-of-way of Virginia Avenue and the eastern right of way of McCoy Street; thence in a southeastern direction, following the eastern right-of-way of McCoy Street, approximately 708 feet to a point, said point being the southern corner of parcel 23; thence in a northeastern direction, approximately 690 feet to a point, said point being the eastern corner of parcel 23; thence in a northwestern direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 23, Tax Maps 62A and 62H as shown on the December 2016 Sullivan County Tax Maps.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

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

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JOHN CLARK  
Mayor

ATTEST:



\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

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

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

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

**File Number 18-101-00002**

**Virginia Avenue Rezoning**

<b>Property Information</b>			
<b>Address</b>		1701 Virginia Avenue	
<b>Tax Map, Group, Parcel</b>		Map 62A, Group M, Parcel 23	
<b>Civil District</b>		11	
<b>Overlay District</b>		n/a	
<b>Land Use Designation</b>		Multi-family	
<b>Acres</b>		6.82 +/-	
<b>Existing Use</b>		<b>Existing Zoning</b>	R-1B
<b>Proposed Use</b>		<b>Proposed Zoning</b>	PD
<b>Owner /Applicant Information</b>			
<b>Name:</b> Joseph Begley <b>Address:</b> 1611 Fairidge Place <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37664 <b>Phone:</b> (423) 677-6778		<b>Intent:</b> <i>To rezone from R-1B (Residential District) to PD (Planned Development District) to accommodate future residential use.</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>The proposed PD zone (Planned Development District) will serve the area well with required planning commission approval and subsequent allowance for public input on all development plans proposed for the site in the future.</i></li> <li>• <i>The Future Land Use Plan addresses this parcel as appropriate for multi-family use, which is most appropriately accommodated in a PD zone when located in close proximity to existing single family residential.</i></li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <ul style="list-style-type: none"> <li>• <i>The rezoning site contains the former Dickson School. The developer is reviewing the potential of saving a portion of the school building for residential use.</i></li> <li>• <i>As of April 4, 2018, the Planning Department has received one phone call (in support of the rezoning) from the owner of 1660 Virginia Ave.</i></li> <li>• <i>This rezoning is scheduled for the May 15, 2018 BMA meeting for 1<sup>st</sup> reading and public hearing.</i></li> </ul>			
<b>Planner:</b>		Ken Weems	<b>Date:</b> April 4, 2018
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	April 19, 2018
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION**

<b>ADDRESS</b>	1701 Virginia Avenue
<b>DISTRICT</b>	11
<b>OVERLAY DISTRICT</b>	n/a
<b>EXISTING ZONING</b>	R-1B (Residential District)
<b>PROPOSED ZONING</b>	PD (Planned Development District)
<b>ACRES</b>	6.82 +/-
<b>EXISTING USE</b>	site of the former Dickson School
<b>PROPOSED USE</b>	future residential

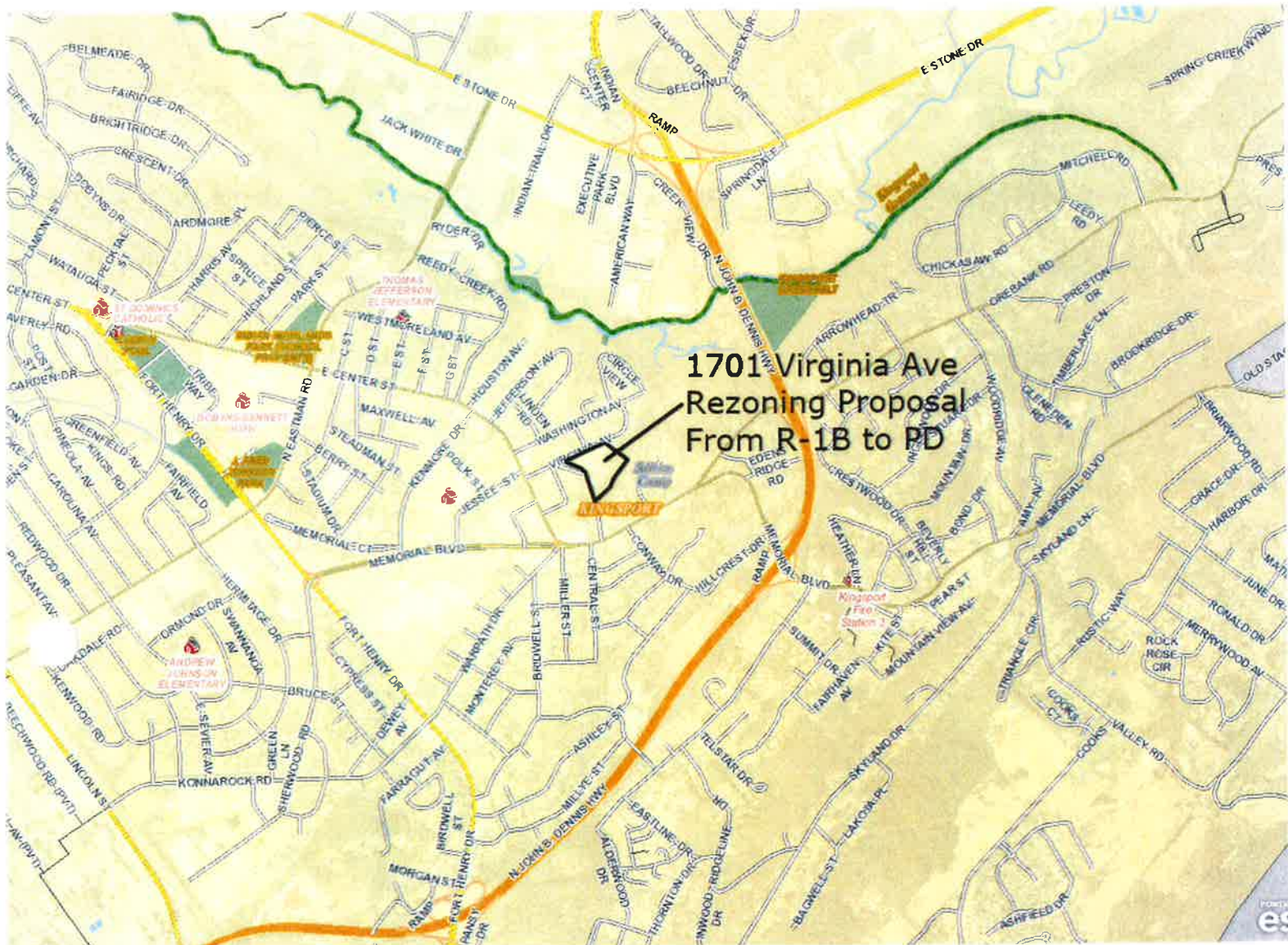
**PETITIONER**

**ADDRESS**                    **1611 Fairidge Pl, Kingsport, TN 37664**

**INTENT**

*To rezone from R-1B (Residential District) to PD (Planned Development District) to accommodate future residential use.*

Vicinity Map







**Future Land Use Plan 2030  
Designation: Multi-Family**





Aerial

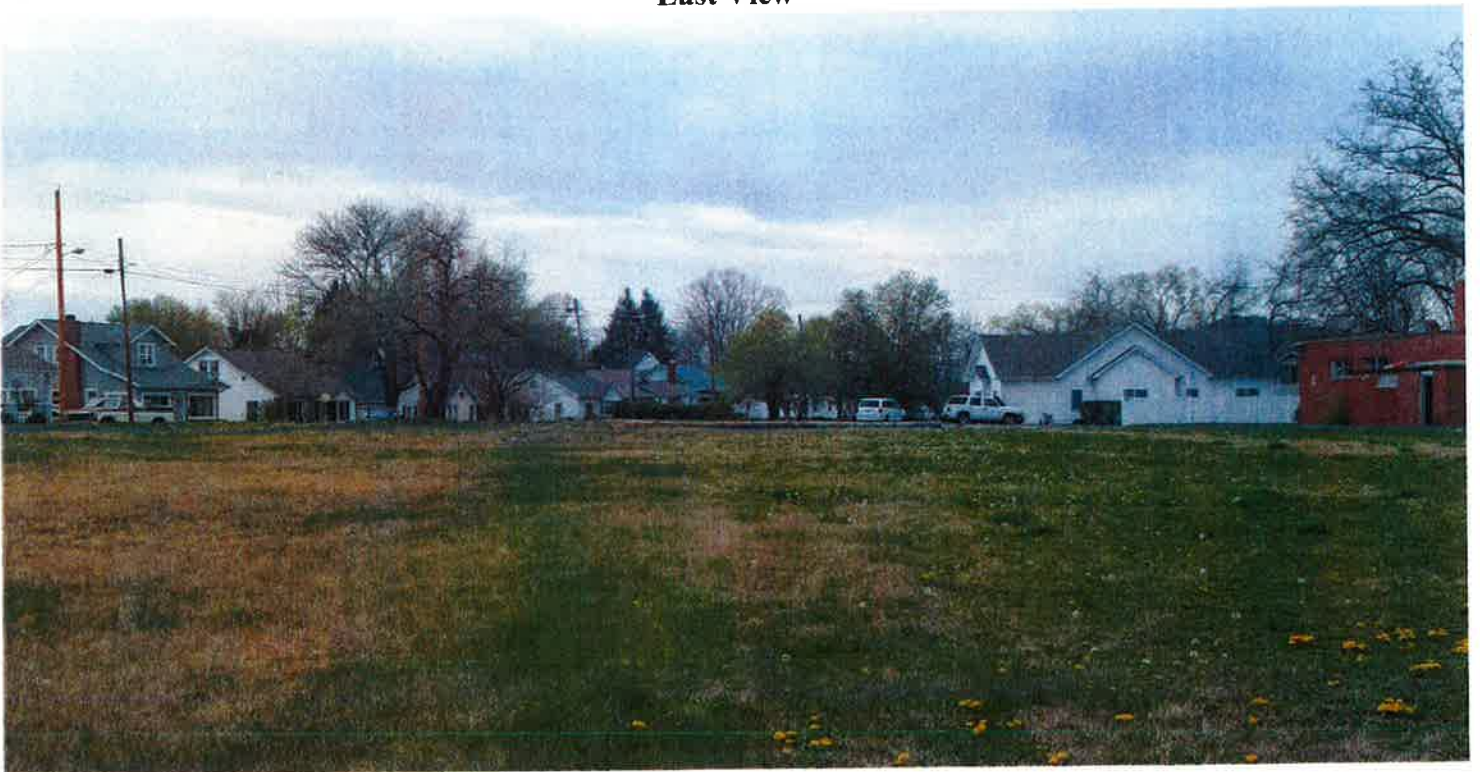




**North View (along Virginia Ave)**



**East View**





**South View (commercial structures along Memorial Blvd barely visible)**



**Dickson School Building**



West View (along McCoy St)

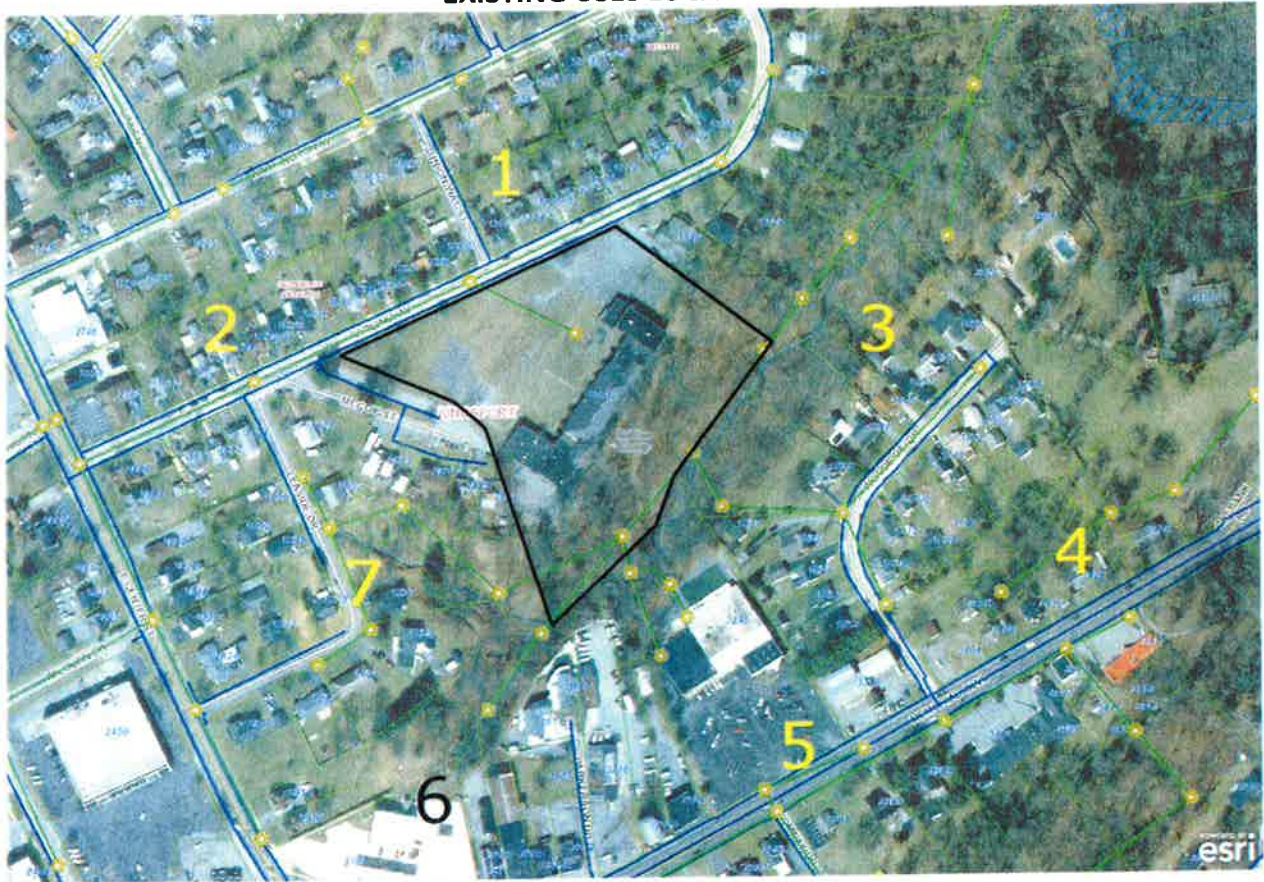


Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City R-1B</u> Use: Single Family	n/a
Further North and Northwest	2	<u>Zone: City R-1B</u> Use: Single Family	n/a
East	3	<u>Zone: City R-1B</u> Use: Single Family	n/a
Further East	4	<u>Zone: City B-4P</u> Use: Single Family	n/a
Southeast and South	5	<u>Zone: City B-3</u> Use: Commercial (GBC)	n/a
Further South	6	<u>Zone: City B-3</u> Use: Commercial (gas station)	n/a
West	7	<u>Zone: City R-1B</u> Use: Single Family	n/a



**EXISTING USES LOCATION MAP**



**Property Features**

The rezoning site has a large vacant front yard and still contains the former Dickson School building. The rear yard of the property contains a steep downward slope which will likely be used as required PD open space on future development plans. A portion of the rear yard adjacent to the southeast property line contains potential to construct a piece of greenbelt connectivity in the future.

**Standards of Review**

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal will permit uses that are suitable for this area of the Highland Community. The PD zone requires planning

commission approval of development plans which will control development and provide for public input for all phases of development.

2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. The proposal is a safer upgrade compared to the existing abandoned school building use on the property.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property to be affected by the proposal has a reasonable economic use as currently zoned. The same reasonable economic use is acknowledged for the proposed PD zone as well.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal of will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The land use plan addresses the rezoning site as appropriate for multi-family use. It is staff's opinion that the property's highest and best use can also be captured by implementing the PD zone.

**Proposed use:** future residential

**The Future Land Use Plan Map recommends Multi-Family**

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property present an opportunity for the developer to use all or a portion of the existing school for residential use (substantial improvements required).
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning will create an isolated district. The PD zone will, however, offer ability to construct single family homes or multi-family structures while still furthering the land use plan designation. In general, the majority of PD zones in the city are isolated districts.

9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the existing conditions.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not constitute a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from R-1B to PD. It is staff's opinion that the PD zone will provide for an attractive new residential area via future planning commission approval required for all new construction and use. Additionally, the PD zone proposal with potential for multi-family use is supported by the Future Land Use Plan.





## AGENDA ACTION FORM

### Amend Zoning of a Portion of Parcels 36.05 and 36.10, Located Behind the Existing Dollar General Market, 5215 Memorial Boulevard

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-86-2018  
 Work Session: May 14, 2018  
 First Reading: May 15, 2018

Final Adoption: June 5, 2018  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

#### Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 36.05 from B-3 to PD and a portion of parcel 36.10 from PD to B-3.

#### Executive Summary:

This is an owner-requested rezoning of approximately .026 acres located behind the existing Dollar General Market, 5215 Memorial Boulevard. The purpose of the rezoning is to accommodate future residential construction of Jefferson Gardens. The rezoning will keep parcels 36.05 and 36.10 from becoming split-zoned due to a recent lot line adjustment. The Planning Department has never received a call or comment about the proposed rezoning. During their April 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the rezoning to the Board of Mayor and Aldermen. The notice of public hearing was published on April 30, 2018.

#### Attachments:

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

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on May 15, 2018 to consider the rezoning of Tract 1 consisting of a portion of parcel 36.05 adjacent to Memorial Boulevard from B-3 zone to PD zone and Tract 2 consisting of a portion of parcel 36.10 adjacent to Memorial Boulevard from PD zone to B-3 zone. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

### Tract 1:

*BEGINNING at an existing iron rod old located at the southwest corner of Kingsport Indian Springs, LLC, property (Parcel 36.05), corner to Leming property.*

*Thence with the westerly line of said Kingsport Indian Springs, LLC, property north 31°16'45" west 72.62 feet to an iron rod new; thence along a new divisional line north 64°48'28" east 279.13 feet to a point of intersection with the old parcel line; thence south 49°54'38" west 280.87 feet to the Point of Beginning.*

*Containing 10,077.66 square feet or 0.2314 acre, more or less. Map 48, Deed Book 3056, Page 2062*

### Tract 2:

*Beginning at an existing iron rod old located at the southwest corner of Kingsport Indian Springs, LLC, property (Parcel 36.05).*

*Thence with the old divisional line of Parcel 36.05 and 36.10, north 49°54'38" east 280.87 feet to the Point of Beginning.*

*Thence along the old parcel line, north 49°54'38" east 94.81 feet to a point on the proposed southwesterly right-of-way line of a new public road; thence along said right-of-way with a curve to the left having a radius of 280 feet, a chord bearing of south 33°38'02" east and a chord length of 24.64 feet to an iron rod new; thence along a new divisional line south 64°48'28" west 95.24 feet to the Point of Beginning.*

*Containing 1,156.36 square feet or 0.0265 acre, more or less. Map 48, Deed Book 3101, Page 1726*

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG MEMORIAL BOULEVARD TO PD, PLANNED DEVELOPMENT DISTRICT AND B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Memorial Boulevard to PD, Planned Development District, in the 7<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at an existing iron rod old located at the southwest corner of Kingsport Indian Springs, LLC, property (Parcel 36.05), corner to Leming property. Thence with the westerly line of said Kingsport Indian Springs, LLC, property north 31°16'45" west 72.62 feet to an iron rod new; thence along a new divisional line north 64°48'28" east 279.13 feet to a point of intersection with the old parcel line; thence south 49°54'38" west 280.87 feet to the Point of BEGINNING. Containing 10,077.66 square feet or 0.2314 acre, more or less. Map 48, Deed Book 3056, Page 2062

SECTION II. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Memorial Boulevard to B-3, Highway Oriented Business District, in the 7<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at an existing iron rod old located at the southwest corner of Kingsport Indian Springs, LLC, property (Parcel 36.05). Thence with the old divisional line of Parcel 36.05 and 36.10, north 49°54'38" east 280.87 feet to the Point of BEGINNING. Thence along the old parcel line, north 49°54'38" east 94.81 feet to a point on the proposed southwesterly right-of-way line of a new public road; thence along said right-of-way with a curve to the left having a radius of 280 feet, a chord bearing of south 33°38'02" east and a chord length of 24.64 feet to an iron rod new; thence along a new divisional line south 64°48'28" west 95.24 feet to the Point of BEGINNING. Containing 1,156.36 square feet or 0.0265 acre, more or less. Map 48, Deed Book 3101, Page 1726

SECTION III. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION IV. 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.

\_\_\_\_\_  
JOHN CLARK  
Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

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

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

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

**File Number 18-101-00003**

**Jefferson Gardens Rezoning**

<b>Property Information</b>			
<b>Address</b>	Vicinity of Memorial Blvd and Island Road, Kingsport, TN 37664		
<b>Tax Map, Group, Parcel</b>	Map 48, Parcel 39.50 and a portion of parcels 36.10 and 36.05		
<b>Civil District</b>	7		
<b>Overlay District</b>	n/a		
<b>Land Use Designation</b>	Commercial and Residential/ Single Family		
<b>Acres</b>	.026 acres +/-		
<b>Existing Use</b>	Vacant Land	<b>Existing Zoning</b>	B-3 & PD
<b>Proposed Use</b>	Transition area between Dollar General Market and future residential.	<b>Proposed Zoning</b>	PD & B-3
<b>Owner /Applicant Information</b>			
<b>Name:</b> Jefferson Bennett <b>Address:</b> 1 Potters Lane <b>City:</b> Savannah <b>State:</b> GA <b>Zip Code:</b> 31411 <b>Email:</b> jeffersonbennett@comcast.net <b>Phone Number:</b> (912) 308-1856		<b>Intent:</b> <i>To rezone from B-3 (Highway Oriented Business) and PD (Planned Development) to clearly mark zoning boundaries between the existing Dollar General Market and future residential use due south of the Dollar General Market 5215 Memorial Boulevard).</i>	
<b>Planning Department Recommendation</b>			
<b>The Kingsport Planning Division recommends approval for the following reasons:</b> <ul style="list-style-type: none"> <li><i>The rezoning consists of minor shifts in existing B-3 and PD zones (.026 acres total) that will best facilitate future residential development south of the Dollar General Market (5215 Memorial Boulevard).</i></li> <li><i>The rezoning proposal is consistent with the Future Land Use Plan designation for the area.</i></li> </ul> <b>Staff Field Notes and General Comments:</b> <ul style="list-style-type: none"> <li><i>The rezoning area will be served by future public streets that will allow improved ingress/egress to Memorial Boulevard.</i></li> <li><i>The rezoning site was annexed in 2014 as part of the Bennett Area 2 annexation.</i></li> <li><i>All future development of the rezoning site will require both preliminary and final PD plan approval from the Planning Commission.</i></li> <li><i>PD plan approval for the first phase of Jefferson Gardens is also being considered by the Planning Commission during their April 2018 regular meeting.</i></li> </ul>			
<b>Planner:</b>	Ken Weems	<b>Date:</b>	April 4, 2018
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>April 19, 2018</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**Vicinity Map**



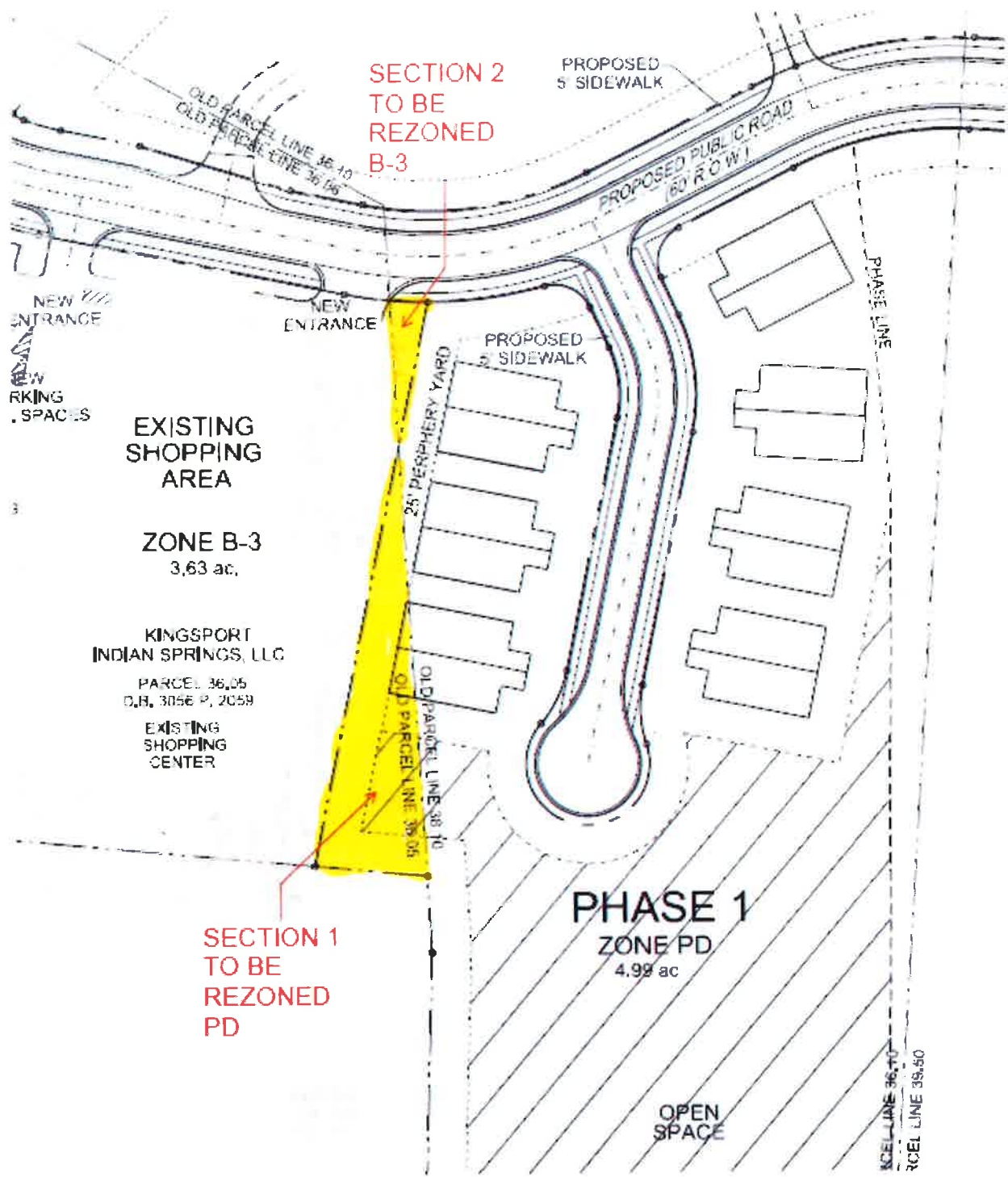


Surrounding Zoning Map





### Expanded View of Phase 1 Site Plan Showing the Two Rezoning Areas



**Future Land Use Plan 2030**





Aerial





**South View (toward rezoning area taken from behind Dollar General Market)**



**West View (behind Dollar General Market)**



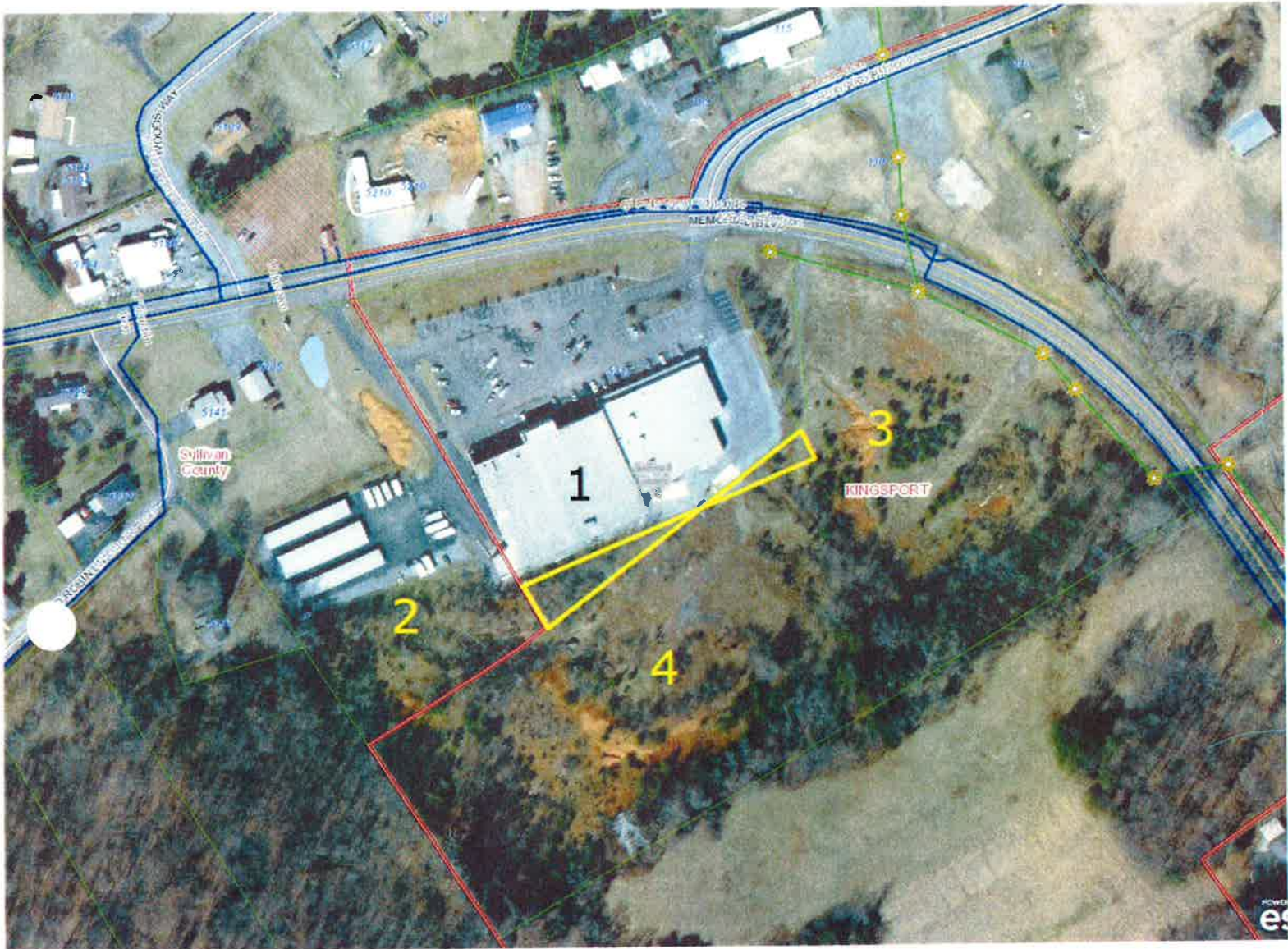
## East View (toward Memorial Boulevard)



Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City B-3</u> Use: Existing Dollar General Market	Annexed in 2007 as part of the Old Island Annexation
Further North and Northwest	2	<u>Zone: County B-3</u> Use: Commercial Storage	n/a
East	3	<u>Zone: City B-3</u> Use: vacant land	Future site of public street to serve Jefferson Gardens Development
Further East	4	<u>Zone: City PD</u> Use: vacant	Proposed for PD plan approval 4/19/2018



## EXISTING USES LOCATION MAP

CONCLUSION

Staff recommends APPROVAL to rezone from B-3 to PD and PD to B-3, thus sending a positive recommendation to rezone the property to the Board of Mayor and Aldermen. This rezoning proposal is considered minor in impact and will better align the existing B-3 and PD zones with future proposed residential construction. The rezoning proposal is consistent the Future Land Use Plan.



## AGENDA ACTION FORM

### Amend City Code Section 1-15 to Include Name Change of SBK, Inc to PetWorks

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-77-2018  
 Work Session: May 14, 2018  
 First Reading: May 15, 2018

Final Adoption: June 4, 2018  
 Staff Work By: D/C Phipps  
 Presentation By: Chief Quillin

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

In early spring 2017, city code section 1-15 was amended to authorize the Animal Control Officers (ACOs) of the Sullivan County-Bluff City-Kingsport Animal Control Center (SBK, Inc) the authority to issue city citations for violations of animal ordinances within the city limits. The authority pertains to city code sections Chapter 14 (Animals) and Chapter 62 (Article V, Nuisances). Since that time, a mutual agreement amongst the participating government entities was reached in order to dissolve the partnerships and pursue other options. A restructure of the organization was in order, while still maintaining the 501 c(3) status. The non-profit organization formally known as SBK, Inc will be now known as PetWorks Animal Control Services. Therefore, the language in the city code section pertaining to the authority of the ACOs needs to reflect the new operating name. This action will only regard the name change and not any authority of the ACOs.

#### Attachments:

1. Ordinance
2. Code Amendment attachment

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,  
CITY OF KINGSPORT, TENNESSEE, SECTION 1-15 RELATING  
TO CITATIONS FOR VIOLATIONS AND COURT  
APPEARANCES, AND TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

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

SECTION I. That Section 1-15(a) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

(a) Police officers are authorized to issue citations and summonses to court for violation of city ordinances. The summons or citation shall be signed by the recipient, and such signing shall be deemed to be a written promise on the part of the defendant to appear in court at the designated time, date and place. The signature shall not be deemed to indicate guilt or innocence of the offense charged. Service of process may also be made by a third party, by mail, or such other method in the same manner as provided for in the Tennessee Rules of Civil Procedure, as amended; provided, however, a summons or citation issued for a violation of article VIII, division 2 of chapter 98 may be served by mail to the address, as given on the motor vehicle registration, of the person named in the summons or citation by first class mail, postage prepaid. Service by mail shall be presumed complete within five calendar days of mailing. When service by first class mail is used pursuant to this section other service on such person shall not be required, if such person has notice of the summons or citation. Nothing herein shall be construed so as to violate the state or federal constitution. Under the same general terms and conditions set out in this subsection animal control officers of the Petworks Animal Control Services are authorized to issue citations and summonses to city court for violations of sections 14-1 through 14-85 pertaining to animals and section 62-125, et seq. pertaining to nuisance as such relate to animals, including, but not limited to noise, odors and carcasses.

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.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

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

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



(a) Police officers are authorized to issue citations and summonses to city court for violation of city ordinances. The summons or citation shall be signed by the recipient, and such signing shall be deemed to be a written promise on the part of the defendant to appear in court at the designated time, date and place. The signature shall not be deemed to indicate guilt or innocence of the offense charged. Service of process may also be made by a third party, by mail, or such other method in the same manner as provided for in the Tennessee Rules of Civil Procedure, as amended; provided, however, a summons or citation issued for a violation of article VIII, division 2 of chapter 98 may be served by mail to the address, as given on the motor vehicle registration, of the person named in the summons or citation by first class mail, postage prepaid. Service by mail shall be presumed complete within five calendar days of mailing. When service by first class mail is used pursuant to this section other service on such person shall not be required, if such person has notice of the summons or citation. Nothing herein shall be construed so as to violate the state or federal constitution. Under the same general terms and conditions set out in this subsection animal control officers of the ~~Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.~~ Petworks Animal Control Services are authorized to issue citations and summonses to city court for violations of sections 14-1 through 14-85 pertaining to animals and section 62-125, et seq. pertaining to nuisance as such relate to animals, including, but not limited to noise, odors and carcasses.



## AGENDA ACTION FORM

### Ordinance to Amend the FY 2018 General Purpose School Fund Budget

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-87-2018  
 Work Session: May 14, 2018  
 First Reading: May 15, 2018

Final Adoption: June 5, 2018  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Board of Education approved fiscal year 2018 budget amendment number four at their meeting on May 1, 2018. This amendment increases the General Purpose School Fund budget by \$6,218. This increase is due to grants received at various schools from the Tennessee Arts Commission for ticket subsidies. There are also some miscellaneous self-balancing transfers for various schools and departments.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY 2018

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

AN ORDINANCE TO AMEND THE FY 2017-18 GENERAL  
PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number four to increase the estimated revenue for Other State Grants \$6,218. The expenditure budget will be changed by increasing the appropriations for Roosevelt-Instructional Supplies by \$481; the appropriation for Jefferson-Library A-V by \$440; the appropriation for Jefferson-Instructional Supply account by \$765; the appropriation for Jefferson-Non-Instructional Equipment account by \$1,000; the appropriations for Jefferson, Johnson, Lincoln, Roosevelt, and Washington schools Principals Office Other Charges by \$6,218; and to decrease the appropriation for Roosevelt-Non-Instructional Equipment by \$481; the appropriation for Jefferson Periodical account by \$440; the appropriation for Jefferson-Staff Development account by \$1,000; the appropriation for Jefferson-Principal Travel by \$765.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 141: School Fund</b>			
<b>Revenues:</b>	\$	\$	\$
141-0000-338-6980 Other State Grants	0	6,218	6,218
<b>Totals:</b>	<b>0</b>	<b>6,218</b>	<b>6,218</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Expenditures:</b>	\$	\$	\$
141-7120-711-0429 Jefferson-Inst. Supplies	21,473	765	22,238
141-7120-711-0433 Jefferson-Audio Visual	3,579	440	4,019
141-7220-781-0437 Jefferson-Periodicals	1,000	(440)	560
141-7220-781-0457 Jefferson-Staff Development	3,250	(1,000)	2,250
141-7220-801-0355 Jefferson-Principal Travel	2,000	(765)	1,235
141-7116-711-0429 Roosevelt-Inst. Supplies	13,249	481	13,730
141-7616-871-0790 Roosevelt-Non Inst. Equip.	5,097	(481)	4,616
141-7220-801-0599 Jefferson-Prin Off-Other Chg	0	1,500	1,500
141-7220-801-0599 Johnson-Prin Off-Other Chg	0	1,150	1,150
141-7220-801-0599 Lincoln-Prin Off-Other Chg	0	918	918
141-7220-801-0599 Roosevelt-Prin Off-Other Chg	0	1,500	1,500
141-7220-801-0599 Wash.-Prin Off-Other Chg	0	1,150	1,150
<b>Totals:</b>	<b>49,648</b>	<b>6,218</b>	<b>54,866</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

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

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

May 1, 2018

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2017-2018  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Jefferson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$6,218 and that the appropriations for Principal's Other Charges be increased by \$6,218.

**ITEM TWO: MISCELLANEOUS TRANSFERS**

1. Roosevelt Elementary School has requested to transfer \$481 from Non-Instructional Equipment to Instructional Supplies.
2. Jefferson Elementary has requested to transfer \$440 from their Library Periodical account to their Library A-V account, to transfer \$1,000 from their Staff Development account to their Non-Instructional Equipment account, and to transfer \$765 from their Principal Travel account to their Instructional Supply account.

It is recommended that these transfers be approved.

**FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$3,943,194. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a Read To Be Ready grant for \$74,323, a Title IV grant for \$48,544, and an IDEA, Discretionary Supplemental grant for \$6,841. Our allocations for Title I, Title II, Title III, Consolidated Administration, IDEA - Pre-School, and Carl Perkins were increased by a total of \$95,637. Our allocations for Title I, Part A: Neglected and IDEA, Part B were reduced by the State for a total of \$6,190.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of \$219,155. This will make the revised estimated revenue and appropriation amounts \$4,162,349.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,261,652. The initial budgets for these grants were estimates based on previous year's information. We were awarded an additional \$85,553 in our State Pre-school grant to fund a new classroom. We also received three new grants; SPARK Afterschool Pilot, CTE Equipment, and Read to be Ready coaching Network for a total of \$86,389. There are increases in the Family Resource and the Homeless programs of \$10,000 that are local donations. There were other increases in the Homeless Education grant, Family Resource Center grant, Safe-Schools grant, and Transition School to Work grant of \$53,450. There was a decrease of \$250,000 due to the loss of the Lottery – After-School Care grant.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be decreased by the net amount of \$14,608. This will make the revised estimated revenue and appropriation amounts \$1,247,044.





## AGENDA ACTION FORM

### Ordinance to Amend the FY 2018 Schools Federal Projects Fund Budget

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-88-2018  
 Work Session: May 14, 2018  
 First Reading: May 15, 2018

Final Adoption: June 5, 2018  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

On May 1, 2018, the Board of Education approved an amendment to the FY 2017-2018 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$3,943,194, based on estimated amounts. There are three new grants and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$219,155. This makes the amended total \$4,162,349.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2018 SCHOOL  
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2018 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
ADMN18 Consolidated Administration	138,409	378	138,787
CPG018 Carl Perkins Grant	110,786	4,561	115,347
PS1801 IDEA Pre-School	40,128	1,252	41,380
RTBR18 Read to be Ready Summer Program	0	74,323	74,323
T11801 Title I	1,738,292	80,226	1,818,518
T118N1 Title I Neglected	18,975	(2,972)	16,003
T21801 Title II	282,367	8,217	290,584
T31801 Title III	5,820	1,003	6,823
T41801 Title IV	0	48,544	48,544
T61801 IDEA Part-B	1,587,537	(3,218)	1,584,319
T618D1 IDEA Discretionary Supp/Expansion	20,880	0	20,880
IDSE18 IDEA Discretionary Supplemental	0	6,841	6,841
<b>Totals:</b>	<b>3,943,194</b>	<b>219,155</b>	<b>4,162,349</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	2,128,709	65,833	2,194,542
Support Services	1,647,771	103,967	1,751,738
Other Charges (Fund Transfers)	166,714	49,355	216,069
<b>Totals:</b>	<b>3,943,194</b>	<b>219,155</b>	<b>4,162,349</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

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

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

May 1, 2018

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2017-2018  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Jefferson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$6,218 and that the appropriations for Principal's Other Charges be increased by \$6,218.

**ITEM TWO: MISCELLANEOUS TRANSFERS**

1. Roosevelt Elementary School has requested to transfer \$481 from Non-Instructional Equipment to Instructional Supplies.
2. Jefferson Elementary has requested to transfer \$440 from their Library Periodical account to their Library A-V account, to transfer \$1,000 from their Staff Development account to their Non-Instructional Equipment account, and to transfer \$765 from their Principal Travel account to their Instructional Supply account.

It is recommended that these transfers be approved.

**FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$3,943,194. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a Read To Be Ready grant for \$74,323, a Title IV grant for \$48,544, and an IDEA, Discretionary Supplemental grant for \$6,841. Our allocations for Title I, Title II, Title III, Consolidated Administration, IDEA - Pre-School, and Carl Perkins were increased by a total of \$95,637. Our allocations for Title I, Part A: Neglected and IDEA, Part B were reduced by the State for a total of \$6,190.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of \$219,155. This will make the revised estimated revenue and appropriation amounts \$4,162,349.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,261,652. The initial budgets for these grants were estimates based on previous year's information. We were awarded an additional \$85,553 in our State Pre-school grant to fund a new classroom. We also received three new grants; SPARK Afterschool Pilot, CTE Equipment, and Read to be Ready coaching Network for a total of \$86,389. There are increases in the Family Resource and the Homeless programs of \$10,000 that are local donations. There were other increases in the Homeless Education grant, Family Resource Center grant, Safe-Schools grant, and Transition School to Work grant of \$53,450. There was a decrease of \$250,000 due to the loss of the Lottery – After-School Care grant.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be decreased by the net amount of \$14,608. This will make the revised estimated revenue and appropriation amounts \$1,247,044.



## AGENDA ACTION FORM

### Ordinance to Amend the FY 2018 School Special Projects Fund Budget

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-89-2018  
 Work Session: May 14, 2018  
 First Reading: May 15, 2018

Final Adoption: June 5, 2018  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

On May 1, 2018, the Board of Education approved an amendment to the FY 2017-2018 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,261,652 based on estimated amounts. There has been three new projects added, one project removed, and the estimates are being adjusted to actual amounts. There is a net decrease for this budget of \$14,608. This makes the amended total \$1,247,044.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: Yes

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



AN ORDINANCE TO AMEND THE FY 2018 SCHOOL SPECIAL  
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE  
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2018 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
ASPA18 Afterschool Physical Activity Pilot	0	50,000	50,000
CSH018 Coordinated School Health	100,000	0	100,000
CTEE18 CTE Equipment Grant	0	24,989	24,989
FRC018 Family Resource Center	29,612	5,600	35,212
HAG018 Homeless Assistance	49,778	16,202	65,980
KTIP18 Kingsport Truancy Intervention	53,720	0	53,720
LP5018 LEAPS After-School Program S-W	250,000	(250,000)	0
PK5118 Pre-K Expansion Grant System-Wide	498,322	85,553	583,875
RRCN18 Read to be Ready Coaching Network	0	11,400	11,400
SSA018 Safe Schools Act	29,480	490	29,970
STEM18 Summer STEM Camp	50,000	0	50,000
TSTW18 Transition School to Work	108,057	27,189	135,246
Transfer from General School Fund	92,683	13,969	106,652
<b>Totals:</b>	<b>1,261,652</b>	<b>(14,608)</b>	<b>1,247,044</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	547,780	106,587	654,367
Support Services	463,872	128,805	592,677
Non-Instructional Services	250,000	(250,000)	0
Capital Outlay	0	0	0
Other	0	0	0
<b>Totals:</b>	<b>1,261,652</b>	<b>(14,608)</b>	<b>1,247,044</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

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

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

May 1, 2018

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2017-2018  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Jefferson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$6,218 and that the appropriations for Principal's Other Charges be increased by \$6,218.

**ITEM TWO: MISCELLANEOUS TRANSFERS**

1. Roosevelt Elementary School has requested to transfer \$481 from Non-Instructional Equipment to Instructional Supplies.
2. Jefferson Elementary has requested to transfer \$440 from their Library Periodical account to their Library A-V account, to transfer \$1,000 from their Staff Development account to their Non-Instructional Equipment account, and to transfer \$765 from their Principal Travel account to their Instructional Supply account.

It is recommended that these transfers be approved.

**FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$3,943,194. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a Read To Be Ready grant for \$74,323, a Title IV grant for \$48,544, and an IDEA, Discretionary Supplemental grant for \$6,841. Our allocations for Title I, Title II, Title III, Consolidated Administration, IDEA - Pre-School, and Carl Perkins were increased by a total of \$95,637. Our allocations for Title I, Part A: Neglected and IDEA, Part B were reduced by the State for a total of \$6,190.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of \$219,155. This will make the revised estimated revenue and appropriation amounts \$4,162,349.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,261,652. The initial budgets for these grants were estimates based on previous year's information. We were awarded an additional \$85,553 in our State Pre-school grant to fund a new classroom. We also received three new grants; SPARK Afterschool Pilot, CTE Equipment, and Read to be Ready coaching Network for a total of \$86,389. There are increases in the Family Resource and the Homeless programs of \$10,000 that are local donations. There were other increases in the Homeless Education grant, Family Resource Center grant, Safe-Schools grant, and Transition School to Work grant of \$53,450. There was a decrease of \$250,000 due to the loss of the Lottery – After-School Care grant.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be decreased by the net amount of \$14,608. This will make the revised estimated revenue and appropriation amounts \$1,247,044.





## AGENDA ACTION FORM

**Enter into a Contractual Agreement, TDOT Project No: 825339-S3-003 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses**

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager *JF*

Action Form No.: AF-76-2018  
 Work Session: May 14, 2018  
 First Reading: N/A

Final Adoption: May 15, 2018  
 Staff Work By: Chris Campbell  
 Presentation By: Chris McCart

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The Board of Mayor and Alderman on March 21, 2017, approved a resolution authorizing the filing of a Federal Transit Administration Section 5339 (b) Grant Application (Project No. TN-2016-029) for the purchase of KATS replacement vehicles; (5) vans and (2) mini-buses. When purchasing Capital equipment for KATS, the City of Kingsport enters into a contractual agreement with the Tennessee Department of Transportation (TDOT) for reimbursement. Funding to fulfill the local match has already been budgeted and approved. The purpose of this action is to extend the End Date of the original TDOT contract in order to be reimbursed for expenses.

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State				
	<b>Local</b>	<b>State</b>	<b>Federal</b>	<b>Total</b>
<b>TOTAL CAPITAL</b>	39,142	39,142	443,603	521,887

**Attachments:**

1. Resolution

Funding source appropriate and funds are available: *JF*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION, TDOT PROJECT NUMBER 825339-S3-003, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in October 2016, the board approved a contract with the Tennessee Department of Transportation (TDOT) for the reimbursement of capital expenditures, which provided the funds to purchase replacement vehicles-(5) vans and (2) mini-buses; and

WHEREAS, the 2016 TDOT contract expired December 31, 2017, before the vehicles could be manufactured and delivered; and

WHEREAS, TDOT has authorized and issued a new contract that ends on December 31, 2021; and

WHEREAS, the total amount of this contract is \$521,887.00, with a local match of \$39,142.00, which has previously been budgeted and approved.

Now therefore,

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

SECTION I. That a new grant contract with the Tennessee Department of Transportation for TDOT Project Number 825339-S3-003, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation for TDOT Project Number 825339-S3-003 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the contract or this resolution, said contract being as follows:

**GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF KINGSFORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

**A. SCOPE OF SERVICES AND DELIVERABLES:**

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

A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA).

A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C. § 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses,

acquire vans, and related equipment and to construct bus-related facilities.

A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
- b. the 5339 Program application;
- c. to comply with the requirements detailed in the most current TDOT State Management Plan approved by FTA; and
- d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions, or the most recently FTA approved updated circular.

**B.1. TERM OF GRANT CONTRACT:**

This Grant Contract shall be effective for the period beginning on January 1, 2018 ("Effective Date") and ending on December 31, 2021, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-nine Thousand, One Hundred Forty-two Dollars and No Cents (\$39,142.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee 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 Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.4. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.5. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State 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.6. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation

Multimodal Transportation Resources Division

505 Deaderick Street, Suite 1800 James K. Polk Building Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.7. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.8. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

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

e. The Grantee 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.9. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee 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 Grantee 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 Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.10. 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 Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.11. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State 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.12. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute

unallowable costs.

C.13 State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.14. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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 Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee 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 State. If such subcontracts are approved by the State, 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 Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into 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 State:

Christopher Turner, Program Monitor 1  
Tennessee Department of Transportation  
Multimodal Transportation Resources Division  
Suite 1800 James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243  
christopher.turner@tn.gov  
Telephone # (615) 253-1033  
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP  
Public Transportation Manager  
Kingsport Area Transit Service  
109 Clay Street  
Kingsport, TN 37660  
ChrisCampbell@KingsportTn.gov  
Telephone # (423) 224-2857  
FAX # (423) 224-2615

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 State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures 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 Grantee 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 Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 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 this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State 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 State and the Grantee 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 State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee 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 Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") 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 Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee 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 Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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 Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) 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, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

The Grantee 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 Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

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.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 C.F.R. § 200.425. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles 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 Grant Contract is not a waiver or relinquishment of any 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.

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.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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 Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State 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 Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee 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. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee 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. State Interest in Equipment or Motor Vehicles. The Grantee 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 State's equitable interest therein, to the extent of its *pro rata* share, based upon the State'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 cost which equals or exceeds five thousand dollars (\$5,000.00). 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 State in the equipment or motor vehicles acquired by the Grantee 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 State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee 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 Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State 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 Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee 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 State may reasonably require. Without the prior written consent of the State, the Grantee 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 Grantee'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 State



shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee 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 Grantee 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. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Consecutive inventory equipment or motor vehicles tag identification;
- e. Acquisition date, cost, and check number;
- f. Fund source, State Grant number, or other applicable fund source identification;
- g. Percentage of state funds applied to the purchase;
- h. Location within the Grantee's operations where the equipment or motor vehicles is used;
- i. Condition of the property or disposition date if Grantee no longer has possession;
- j. Depreciation method, if applicable; and
- k. Monthly depreciation amount, if applicable.

The Grantee 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 Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee 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 State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, 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 Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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 Grantee shall request written approval from the State 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. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee 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 Grantee acknowledges and agrees that any rights or claims against the State of Tennessee 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. §§ 9-8-101 through 9-8-407.

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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, 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 shall not be affected 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.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. § 12-12-103(5) that engage in investment activities in



Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee 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 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 this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State 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, or presently fall under any of the prohibitions of sections a-d.

#### **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 be subordinate to the Grant Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

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 Grantee 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 Grantee 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 made part of any subcontract related to this Grant Contract.

E.5. Drug Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.6. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

E.7. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with

plans approved by the Commissioner of TDOT ("Commissioner");

2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.8. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.9. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.10. The Grantee agrees:

(a) To use the equipment acquired under this Grant only for the purposes and the manner set forth in their application.

(b) At the beginning of each calendar year, the Grantee shall certify that the equipment received under this Grant is still being used in accordance with the terms and provisions of this agreement.

(c) To pay all fees on the equipment acquired through this Grant, including but not limited to, title and registration fees.

(d) To be responsible for all costs and expenses related to the operation, maintenance, and repair of the equipment acquired through this Grant Agreement.

(e) To provide licensed drivers, as required by the Tennessee Department of Safety, for operation of all equipment received under this Grant.

(f) To carry insurance on vehicles, equipment, and facilities to cover the federal interest and state interest in the asset.

a. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), the following insurance coverage is required:

a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.

b) Bodily injury or death of all persons in any one accident, occurrence or act at minimum of \$700,000.00 per accident.

c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

b. If the Grantee is not covered by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), then the following insurance coverage is required:

- a) Personal Injury Liability at a minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
- b) Property Damage Liability at a minimum of \$300,000.00 per incident.
- c) Comprehensive Coverage with a maximum deductible of \$500.00.
- d) Collision Coverage with a maximum deductible of \$500.00.
- e) Uninsured Motorist Coverage with a minimum of \$50,000.00 per person and \$100,000.00 per incident.
- c. Additionally, the Grantee shall comply with provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 USC 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more. This insurance shall be in effect at all times while the vehicle is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the equipment is delivered to the Grantee and annually on the anniversary date of the delivery of the equipment. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of equipment.
- (g) That any vehicles received under this Grant will comply with the Motor Vehicle Safety Standards as established by the United States Department of Transportation.
- (h) That any vehicles received under this Grant shall be used for not less than the useful life. The useful life of all vehicles purchased under the Grant is as listed in the document filed with the Federal Transit Administration (FTA). Upon reaching the expiration of the useful life of the equipment, the State may ask the Grantee to provide written notice to the State.
- E.11. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.12. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.13. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.14. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

[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 15<sup>th</sup> day of May, 2018.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Execution of an Amendment to the Agreement with Crook Brothers

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager 

Action Form No.: AF-79-2018  
 Work Session: May 14, 2018  
 First Reading: N/A

Final Adoption: May 15, 2018  
 Staff Work By: Committee  
 Presentation By: D. Frye/J. Walker

### Recommendation:

Approve the Resolution.

### Executive Summary:

At the Board of Mayor and Aldermen meeting of June 6, 2016 a resolution was passed to execute an amendment to the agreement with Crook Brothers. This amended agreement was executed to maintain a continuous supply of produce for use by the City of Kingsport School Nutrition Services for the time period of July 1, 2016 – June 30, 2017. The original contract with Cook Brothers (executed July 1, 2015) included the option to renew the agreement for up to three additional years, in one year increments, provided pricing and quality of services are acceptable to the City of Kingsport. The contract amount is not to exceed \$200,000.00

It is now recommended to amend this agreement to extend it for the July 1, 2018 – June 30, 2019 term for the not to exceed contract amount of \$200,000.00.

Funding will be provided from the School Nutrition Services.

### Attachments:

1. Resolution
2. Recommendation Letter
3. Addendum to Agreement

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



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

A RESOLUTION AMENDING THE AGREEMENT WITH CROOK BROTHERS FOR PRODUCE ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on June 6, 2016, the board approved an agreement with Crook Brothers for produce for various Kingsport City Schools; and

WHEREAS, the terms of the agreement included an option to renew for up to three additional years in one year increments, provided pricing and quality of services are acceptable to the city; and

WHEREAS, the city would like to amend the agreement to extend the agreement from July 1, 2018, to June 30, 2019, in an amount not to exceed \$200,000.00; and

WHEREAS, funding is available in the School Nutrition Budget.

Now therefore,

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

SECTION I. That the amendment to the agreement with Crook Brothers for produce for use by Kingsport City Schools Nutrition Services extending the agreement from July 1, 2018, to June 30, 2019, 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 Crook Brothers for produce used by School Nutrition Services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

**ADDENDUM TO AGREEMENT BETWEEN CROOK BROTHERS  
AND CITY OF KINGSPORT**

**MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2018**

**SECTION 2. CONTRACT TERM.** The work to be performed under this Contract shall be from July 1, 2018 to June 30, 2019. The Contract will be awarded for a period of one (1) year. The City reserves the right to re-bid at the end of any contract period.

**SECTION 3. THE CONTRACT PRICE.** The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00)

is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the

nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, June 30, 2019. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment herein set out that do not substantially alter the material provisions of the amendment 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 15<sup>th</sup> day of May, 2018.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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



**Jennifer Walker**  
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200  
Kingsport, TN 37660

p: (423) 378.2106  
f: (423) 378.2109

[jwalker@k12k.com](mailto:jwalker@k12k.com)  
[www.k12k.com](http://www.k12k.com)

## MEMORANDUM

**TO:** KCS Board of Education/Board of Mayor and Alderman

**FROM:** Jennifer Walker, Supervisor of School Nutrition

**DATE:** 05/01/2018

**RE:** SNS Contract Renewals (Crook Brothers)

Recommendation: Approve renewal of Crook Brothers agreements with SNS for additional year

Kingsport City entered into an agreement with the Crook Brothers beginning July 1, 2015 – June 30, 2016. The agreement with Crook Brothers was executed for the 2015-2016 school year to maintain a continuous supply of Produce items to KCS school nutrition. The contract agreement included an option to renew contracts for up to three additional years in one year increments, provided pricing and quality of services are acceptable to the City of Kingsport. Crook Brothers has confirmed that there will not be any price increases for the proposed renewal term.

KCS School Nutrition recommends renewing the contract agreement with Crook Brothers for the not to exceed amount of \$200,000.00 for the July 1, 2018- June 30, 2019 term.

All expenditures from the contracts are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. We receive funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.

STUDENT FOCUSED ... WORLD CLASS

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WWW.K12K.COM



**ADDENDUM TO AGREEMENT  
BETWEEN CROOK BROTHERS  
AND CITY OF KINGSPORT**

**MADE AND ENTERED INTO ON THE 1<sup>ST</sup> DAY OF JULY 2018**

**SECTION 2. CONTRACT TERM.** The work to be performed under this Contract shall be from July 1, 2018 to June 30, 2019. The Contract will be awarded for a period of one (1) year. The City reserves the right to re-bid at the end of any contract period.

**SECTION 3. THE CONTRACT PRICE.** The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, June 30, 2019. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

CROOK BROTHERS

CITY OF KINGSPORT, TENNESSEE

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor John Clark

ATTEST:

\_\_\_\_\_  
Recorder

APPROVED AS TO FORM:

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





April 28, 2018

Michelle Ramey  
Assistant Procurement Manager/School  
400 Clinchfield Street, Ste. 200  
Kingsport, TN 37660

RE: Produce Contract – City of Kingsport School Nutrition Program

Dear Michelle,

Please accept this as our letter of intent to extend the contract with Kingsport for another school year. The new extension period shall be for July 1, 2018 through June 30, 2019.

We do not have any price changes for this extension.

We appreciate your business and look forward to working with you another year.

Thank you,

Kenneth Crook  
President

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250 Grey Flats Road Beckley, WV 25801 Office: 304.252.7711 Fax: 304.252.3020





## AGENDA ACTION FORM

### Renewing the Contract for Concession Food Service Distributor for the Kingsport Aquatic Center to H.T. Hackney Company and B.K.T., Inc.

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-84-2018  
 Work Session: May 14, 2018  
 First Reading: N/A

Final Adoption: May 15, 2018  
 Staff Work By: Committee  
 Presentation By: Chris McCart

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Staff is proposing to the City to renew concession vendors, H.T. Hackney Company and B.K.T., Inc. for a period of one (1) year for the concession stand at the Kingsport Aquatic Center. Both of the vendors have provided service to the City within the terms of their contract over the past period, and it is staff's recommendation to renew the contract for another one (1) year period for various concessions items & equipment at the Kingsport Aquatic Center.

Concession items will be ordered on an as needed basis by the City. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in (1) one year increments providing all terms, conditions, and costs are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

Funding is identified in account # 41950225073190.

It is staff's recommendation that the City accept the food service vendors as proposed.

#### Attachments:

1. Resolution

Funding source appropriate and funds are available:

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

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

A RESOLUTION AUTHORIZING THE RENEWAL OF THE  
KINGSPORT AQUATIC CENTER CONCESSION FOOD  
SERVICE DISTRIBUTOR CONTRACTS WITH H.T. HACKNEY  
COMPANY AND B.K.T., INC.

WHEREAS, on May 15, 2017, the board approved contracts with H.T. Hackney Company and B.K.T., Inc. as the Concession Food Service Distributors at the Kingsport Aquatic Center; and

WHEREAS, the contracts with H.T. Hackney Company and B.K.T., Inc. for concession food service distribution at the Kingsport Aquatic Center were for a period of one (1) year, with a renewal option on an annual basis in (1) one year increments up to three (3) additional years; and

WHEREAS, staff recommends renewing the agreement for the period of one year; and

WHEREAS, concession items will be ordered on an as needed basis, and funding is identified in account # 41950225073190.

Now therefore,

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

SECTION I. That the renewal of the contracts with H.T. Hackney Company and B.K.T., Inc. as the Kingsport Aquatic Center concession food service distributors for a period of one year is approved, and the city manager is authorized to execute purchase orders to the same.

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

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

ADOPTED this the 15th day of May, 2018.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### Interdepartmental Work Estimate with the Sullivan County Highway Department for Resurfacing of the City's Portion of Moreland Drive at Rock Springs Road

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-82-2018  
 Work Session: May 14, 2018  
 First Reading: N/A

Final Adoption: May 15, 2018  
 Staff Work By: Ronnie Hammonds  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The City portion of Moreland Drive is bordered on both ends by Sullivan County. Sullivan County is preparing to resurface their portions of the roadway. It is in the best interest of both the City and Sullivan County to have this section of Moreland Drive completed at the same time by Sullivan County. The length of the City portion of roadway is approximately 200 feet long and 60 feet wide. Cost is estimated at \$11,406.37.

Funding will be taken from NC1800.

#### Attachments:

1. Resolution
2. Work Estimate

Funding source appropriate and funds are available: je

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT TO RESURFACE A PORTION OF MORELAND DRIVE LOCATED IN THE CITY LIMITS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, Sullivan County is preparing to resurface their portion of Moreland Drive, outside the city limits; and

WHEREAS, resurfacing the two segment outside the city limits leaves a portion of Moreland Drive in the city limits approximately 200 feet long and 60 feet wide laying between the two segments without resurfacing; and

WHEREAS, to avoid leaving a part of the road without resurfacing, the city would like to execute a work estimate with the county to resurface the portion of the road that is in the city limits, when the county resurfaces the portion of the road in the unincorporated area of Sullivan County; and

WHEREAS, the cost of the resurfacing is estimated to be \$11,406.37; and

WHEREAS, funds are available in NC1800.

Now therefore,

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

SECTION I. That the work estimate provided by the Sullivan County Highway Department for the resurfacing approximately 200 feet long and 60 feet wide portion of Moreland Drive for a payment of \$11,406.37 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, any documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of 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 15th day of May, 2018.

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JOHN CLARK, MAYOR



ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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

**SULLIVAN COUNTY HIGHWAY DEPARTMENT  
INTERDEPARTMENTAL  
WORK ESTIMATE**

Project I.D. - Moreland Dr / Rock Springs Rd  
Sub Division- Intersection Resurface

ITEM	DESCRIPTION	UNITS	RATE/UNIT	EXTENSION
1	ASC MIX (PG 64-22) Grade D	82	\$75.12 per Ton	\$6,159.84
2	ASC MIX (PG 64-22) Grade C	65	\$57.08 per Ton	\$3,710.20
3	Liquid Cement Tack	36 Gal	1.47 per Gal	\$52.92
4	Stop Bars Replacement	136 Linear Feet	\$9.50 per Linear Feet	\$1292.00
5	Striping Replacement	1400 Feet	\$3.77 per Feet	\$91.51
6	Turning Arrow Replacement	1	\$100.00	\$100.00
	This is the total cost for the Department to produce, transport, and place the Asphalt for a roadway overlay.			
				\$11,406.47

TOTAL            \$11,406.47

Estimate To: City of Kingsport-Public Works  
Attention: Ronnie Hammonds

Approved for SCHD: \_\_\_\_\_



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



## AGENDA ACTION FORM

### **Amending and Extending Agreement with St. Andrews Parish Parks and Playground Commission for Use and Annual Maintenance of eTrak-Plus Software**

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-81-2018  
 Work Session: May 14, 2018  
 First Reading: N/A

Final Adoption: May 15, 2018  
 Staff Work By: Sid Cox / Mike Billingsley  
 Presentation By: Chris McCartt / Sid Cox

#### **Recommendation:**

Approve Resolution amending and extending the agreement for a 5-year period.

#### **Executive Summary:**

The City, by Resolution number 2013-123, dated February 5, 2013 approved an agreement to purchase the eTrak-Plus software from St. Andrews Parish Parks and Playground Commission, with continuing annual maintenance on the software for a five-year period beginning March 1, 2013 and ending February 28, 2018. This software is used in the Leisure Service Department, as well as, other departments of the City.

City staff recommends to amend and extend the previously approved agreement for an additional five-year period beginning March 1, 2018 and ending February 28, 2023 for a cost of \$10,000 per year and a total five-year period cost of \$50,000.

The eTrak-Plus software will allow the City to continue to use the banks and merchant agreements of its choice and will interface with the current financial software the City uses.

St. Andrews Parish Parks and Playground Commission is a governmental unit of the State of South Carolina. Section 6-602 of the City of Kingsport Municipal Code authorizes the City to purchase from other governmental units.

#### **Attachments:**

1. Resolution

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

## **RESOLUTION NO. 2018-**

**A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH ST. ANDREWS PARISH PARKS AND PLAYGROUND COMMISSION FOR THE CONTINUED USE AND ANNUAL MAINTENANCE OF ETRAK-PLUS RECREATION SOFTWARE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT**

WHEREAS, the city evaluated multiple software packages designed to provide internal efficiencies and enhanced customer service for use by the leisure services department and recommended the purchase of eTrak-Plus Recreation Software from St. Andrews Parish Parks and Playground Commission on February 5, 2013; and

WHEREAS, the city by resolution number 2013-123, approved an agreement to purchase the eTrak-Plus software, with continuing annual maintenance on said software for a five-year period beginning March 1, 2013, and ending February 28, 2018; and

WHEREAS, the city desires to amend and extend the previously approved agreement for an additional five-year period beginning March 1, 2018 and ending February 28, 2023, for a cost of \$10,000 per year and a total five-year period cost of \$50,000; and

WHEREAS, the software will allow the city to continue to use the banks and merchant agreements of its choice and will interface with the current financial software the City uses; and

WHEREAS, St. Andrews Parish Parks and Playground Commission is a governmental unit of the State of South Carolina; and

WHEREAS, section 2-602 of the City of Kingsport Code of Ordinances authorizes the city to purchase from other governmental units; and

WHEREAS, St Andrews Parish Parks and Playground Commission has developed a unique and distinct software program for recreational facilities and is the only software that will meet the following requirements of the city: is compatible with and able to interface with the city's SunGard financial software; allows the city to use its own merchant service provider and deposit any credit/debit card receipts directly to a bank account in the city's name in the State of Tennessee; and provides the ability to establish different levels of security and access for different departments and employees; additionally, it includes the newest cloud based technology; provides for mobile processing; includes a 24/7 help desk; was developed by government recreation professionals; allows one computer to operate both check in desk and turnstiles; and the price includes complete package that can be used by all departments/locations at no additional charge; and

WHEREAS, the software is only available from St. Andrews Parish and Parks and Playground Commission; and

WHEREAS, no other software program could be found that met all of the requirements of the city; and

WHEREAS, accordingly the board finds, for the reasons stated above, that St. Andrews Parish Parks and Playground Commission is the sole source for the eTrak-Plus Recreation software that will meet all of the requirements of the city and that the city needs for the Leisure Services Department and other departments of the city

Now therefore,

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

SECTION I. That an agreement with St. Andrews Parish Parks and Playground Commission for the continuing use and maintenance of the eTrak-Plus Recreation software is amended and approved.

SECTION II. That the board finds, due to all of the factors mentioned herein above, that St. Andrews Parish Parks and Playground Commission is a governmental unit of the State of South Carolina and is a sole source for the eTrak-Plus Recreation software.

SECTION III. 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 agreement with St. Andrews Parish Parks and Playground Commission for the continued use of eTrak-Plus software, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION 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 15th day of May, 2018.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY





## AGENDA ACTION FORM

### **Awarding the Bid for the Purchase of One Scissor Lift and One Mobile Lift System**

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-90-2018  
 Work Session: May 14, 2018  
 First Reading: N/A

Final Adoption: May 15, 2018  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Bids were opened on April 17, 2018 for the purchase of a Scissor Lift and Mobile Lift System for use by Fleet Maintenance. The advertisement for the Invitation to Bid was published in the Kingsport Times News on March 28, 2018 and placed on our website for 21 calendar days. It is the recommendation of the committee to accept the compliant bid from Snap On Industrial for one (1) Snap-On SOESCC75-32 Scissor Lift and one (1) Snap-On MCLFSS6 (6) Column Lift System in the amount of \$171,344.29.

A lower dollar amount bid was received but is not being recommended for reasons outlined in the recommendation memo.

Funding is identified in Account # 51150085019006.

#### **Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: \_\_\_\_\_

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF  
ONE SCISSOR LIFT AND ONE MOBILE LIFT SYSTEM TO SNAP-  
ON INDUSTRIAL AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened April 17, 2018, for the purchase of one scissor lift and one mobile lift system for use by fleet maintenance; and

WHEREAS, upon review of the bids, the board finds Snap-On Industrial is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) Snap-On SOESCC75-32 Scissor Lift and one (1) Snap-On MCLFSS6 (6) Column Lift System from Snap-On Industrial at a total purchase cost of \$171,344.29; and

WHEREAS, funding is identified in account number 51150085019006.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) Snap-On SOESCC75-32 Scissor Lift and one (1) Snap-On MCLFSS6 (6) Column Lift System, at a total purchase cost of \$171,344.29, is awarded to Snap-On Industrial, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 15th day of May, 2018.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
April 17, 2018  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

FLUSH MOUNTED SCISSOR LIFT AND MOBILE LIFT SYSTEM					
Vendor:	Item #1:	Item #2:	Delivery Time:	Brand/Model:	Comments:
NAPA – Old School Auto Parts	No Bid	\$ 84,181.00	N/A	Rotary/MCH19 Flex	N/A
Heavy Duty Lift & Equipment	\$85,000.00	\$ 65,000.00	120 Days	Stertil Koni Sky 250-9 SM Stertil Koni ST1075-3 FWA	N/A
Phoenix	No Bid	\$100,485.00 \$90,436.50 w/ Discount	30 Days	ARI Phoenix/ARI-Hetra Model HBP- HDML-9-6-AE (with accessories)	N/A
MHC Kenworth	N/A	N/A	N/A	N/A	Can't accept Bid due to Compliance Affidavit not being notarized and specs. not completed.
Snap-On Industrial	\$90,319.18	\$ 81,025.11	N/A	Snap-On SOESC75-32 Snap-On MCLFSS6	Clarifications Included

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



## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport, Tennessee

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
**Date:** May 4, 2018  
**Re:** Shop Lifts - Purchase Recommendation

This will confirm my review and recommendation to purchase the compliant bids of the following vendor for use by the Fleet Maintenance Department staff for service, maintenance and repair of fleet equipment.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>
1	1	Snap-On SOESC75-32 Scissor Lift	Snap-On Industrial
2	1	Snap-On MCLFSS6 (6) Column Lift System	Snap-On Industrial

#### Compliant Bidder

1. Snap-On was compliant in all major aspects of the minimum specification requirements for the Flush Mount Scissor Lift. The lower bid offering of Heavy Duty Lift and Equipment had a major exception with regards to the number of lift cylinders to be provided. Eight (8) cylinders were required and the scissor lift system of the Heavy Duty Lift offering with the Steril Koni Sky 250-9 FM only provides four (4) cylinders.
2. Snap-On was compliant in all major aspects of the minimum specification requirements for the six (6) Column Lift Systems. The lower bid offering of Heavy Duty Lift and Equipment had major exceptions in several areas as follows:
  - Specifications require an electro mechanical screw and ball type lift mechanism and the one offered was electro hydraulic.
  - Specifications require four (4) batteries per lift column to allow greater operating cycles between recharges and the Heavy Duty offering only provided two (2) batteries per lift column.
  - Specifications required wide body carriage option for lifting 1600R x20 flotation type tires. None of these wide body carriages were included with the Heavy Duty Lift offering.

#### Liquidated Damages

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. Specified time allotted for delivery for the recommended vendor is 65 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

## Origin/ Dealer Information

### 1. New Unit(s) Origin of Manufacture:

- a. Scissor Lift – Ontario, Canda
- b. Column Lift System – Pinckard, Alabama

### 2. New Unit Dealer Representative

- a. Josh Lashley, Snap-On Industrial
  - i. Gray, Tennessee

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

Thank you.



Scissor Lift System



Column Lift System  
(6) of these to be provided

Pictures are for demonstration purposes only and does not reflect the actual unit(s) being purchased.





## AGENDA ACTION FORM

### **Kingsport School Nutrition Services to Execute an Amendment to Renew the Agreement with Tyson Prepared Foods, Inc.**

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-78-2018  
 Work Session: May 14, 2018  
 First Reading: N/A

Final Adoption: May 15, 2018  
 Staff Work By: Committee  
 Presentation By: D. Frye/ J. Walker

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

At the Board of Mayor and Alderman Meeting April 4, 2016 a resolution was passed to enter in to an agreement with Tyson Prepared Foods, Inc. for chicken commodity processing for Kingsport City Schools Nutrition Services for July 1, 2016 – June 30, 2017. The agreement with Tyson Prepared Foods, Inc. included the option to renew the agreement in one year increments for up to three additional years providing all terms, conditions and cost are acceptable by both parties.

The recommendation to renew the Tyson Prepared Foods, Inc. agreement for an additional year was approved by the Board of Education on May 1, 2018. It is now recommended that the Board of Mayor and Aldermen approve the renewal of the agreement with Tyson Prepared Foods, Inc. for the July 1, 2018 – June 30, 2019 term for the not to exceed contract amount of \$85,000.00.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools.

#### **Attachments:**

1. Resolution
2. Intent to Renew Letter
3. Recommendation Letter

Funding source appropriate and funds are available: js

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

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

A RESOLUTION AMENDING THE AGREEMENT WITH TYSON PREPARED FOODS, INC. FOR COMMODITY ITEMS FOR USE BY KINGSFORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on April 5, 2016, the board approved an agreement with Tyson Prepared Foods, Inc. for commodities for various Kingsport City Schools; and

WHEREAS, the terms of the agreement included an option to renew for up to three additional years in one year increments, provided pricing and quality of services are acceptable to the city; and

WHEREAS, the city would like to amend the agreement to extend the agreement from July 1, 2018, to June 30, 2019, in an amount not to exceed \$85,000.00; and

WHEREAS, funding is available in the School Nutrition Budget.

Now therefore,

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

SECTION I. That the amendment to the agreement with Tyson Prepared Foods, Inc. for commodities for use by Kingsport City Schools Nutrition Services extending the agreement from July 1, 2018, to June 30, 2019, 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 Tyson Prepared Foods, Inc. for commodities for use by Kingsport City Schools Nutrition Services extending the agreement from for produce used by School Nutrition Services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

ADDENDUM TO AGREEMENT BETWEEN TYSON PREPARED FOODS, INC.  
AND CITY OF KINGSFORT, TENNESSEE FOR ITS KINGSFORT CITY SCHOOLS MADE AND  
ENTERED INTO ON THE 1ST DAY OF JULY 2018

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2018 to JUNE 30, 2019. The Contract will be awarded for a period of one (1) year with a renewal option of one (1) additional year providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of EIGHTY FIVE THOUSAND DOLLARS AND NO CENTS (\$85,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of EIGHTY FIVE THOUSAND DOLLARS AND NO CENTS (\$85,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being

decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, JUNE 30, 2019. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the City shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment herein set out that do not substantially alter the material provisions of the amendment 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 15<sup>th</sup> day of May, 2018.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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



**Michelle Ramey**  
Assistant Procurement Manager/Schools

400 Clinchfield Street, Ste. 200  
Kingsport, TN 37660

p: (423) 378.2134  
f: (423) 378.2120

[vramey@k12k.com](mailto:vramey@k12k.com)  
[www.k12k.com](http://www.k12k.com)

March 9, 2018

Randall Collins  
Tyson Prepared Foods, Inc.  
2210 West Oaklawn Drive  
Springdale, AR 72762

RE: Contract for Various USDA Commodity Processing Items– City of Kingsport for its Kingsport City Schools Food Nutrition Services

Dear Mr. Collins:

Section 2. of the referenced contract dated July 1, 2016 provides for the extension of the contract in one year increments for up to three years. The purpose of this letter is to notify you that we wish to exercise that option again this year and extend the contract until June 30, 2019. Please respond in writing indicating your desire to either extend or terminate the contract.

Please send your response on company letterhead as an attachment via email. Also please send any changes or price increases anticipated and explanation of each.

To renew the contract for July 1, 2018 we need the intent to renew no later than April 2, 2018.

Thank you for your prompt attention to this matter,

Sincerely,

*Michelle Ramey*

Michelle Ramey  
Assistant Procurement Manager/Schools



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Twitter: @KCS\_District  
[WWW.K12K.COM](http://WWW.K12K.COM)





**Jennifer Walker**

Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200  
Kingsport, TN 37660

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f: (423) 378.2109

[jwalker@k12k.com](mailto:jwalker@k12k.com)  
[www.k12k.com](http://www.k12k.com)

## MEMORANDUM

**TO:** KCS Board of Education/Board of Mayor and Alderman

**FROM:** Jennifer Walker, Supervisor of School Nutrition

**DATE:** 05/01/2018

**RE:** Tyson Foods, Inc. KCS SNS renewal agreement

Recommendation: Approve renewal agreement with Tyson Foods, Inc. for one year

Kingsport City entered into an agreement with Tyson Foods, Inc. beginning July 1, 2016 through June 30, 2017 to process commodity chicken and maintain a continuous supply to KCS school nutrition. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City of Kingsport.

Tyson prices have stayed consistent for the chicken items processed. KCS School Nutrition recommends to renew the agreement with Tyson Foods, Inc. for the not to exceed contract spend amount of \$85,000.00 beginning July 1, 2018 through June 30, 2019.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. We receive funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.







## AGENDA ACTION FORM

### **Kingsport City Schools to Renew the Opt-In Agreement with Metro Nashville Public Schools Contract #2-225071-08 and Education Networks of America, Inc. (ENA) for Voice Services for Remaining 3 Year Term**

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager 

Action Form No.: AF-80-2018  
 Work Session: May 14, 2018  
 First Reading: N/A

Final Adoption: May 15, 2018  
 Staff Work By: Committee  
 Presentation By: David Frye

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Kingsport City Schools is requesting approval to renew the Opt-in Agreement with Metro Nashville Public Schools Contract (2-225071-08) and Education Networks of America, Inc. (ENA) for Voice Communication Services. The terms of the current service agreement with ENA is 12 months with a 3 year renewal term. ENA Services is currently offering a monthly savings of \$2,140.00 to districts willing to sign a three year Metro Nashville Public Schools Contract (2-225071-08) and Education Networks of America, Inc Opt-In Agreement. ENA will offer the discount pricing to its' customers committing to the remaining three years of the Metro Nashville contract.

On May 1, 2018, The Board of Education approved the recommendation to renew the Opt-In agreement with Metro Nashville and ENA for the 3 year term. It is now our recommendation that the Board of Mayor and Aldermen approve the resolution for Kingsport City Schools to renew the Opt-In Agreement with Metro Nashville Public Schools and ENA for the 3 year renewal term.

#### **Attachments:**

1. Resolution
2. Recommendation
3. Contract

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING THE RENEWAL OF AN OPT-IN AGREEMENT WITH METRO NASHVILLE PUBLIC SCHOOLS CONTRACT#2-225071-08 AND EDUCATION NETWORKS OF AMERICA, INC. FOR VOICE SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

WHEREAS, the Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education has a contract with Education Networks of America, Inc. (ENA) for ENA SmartVoice Services; and

WHEREAS, in December, 2017 the city through the Kingsport City Schools Opted-in to that agreement with Metro Nashville Public Schools Contract and Education Networks of America, Inc. (ENA) for ENA SmartVoice Services; and

WHEREAS, the agreement was for one year with a three (3) year renewal term; and

WHEREAS, ENA is now offering a discount to pricing to its customers willing to sign the renewal of the three year Metro Nashville Public Schools Contract (2-225071-08) and Education Networks of America, Inc Opt-in agreement; and

WHEREAS, this early renewal will offer a monthly savings of \$2,140.00.

Now therefore,

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

SECTION I. That the three year renewal of the Opt-In Agreement to Metro Nashville Public Schools Contract Number 2-225071-08 ENA Voice Services, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Schedule of Services to Opt-In Agreement with Metro Nashville Public Schools Contract Number 2-225071-08 ENA Voice Services, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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 15th day of May, 2018.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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

## MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David J. Frye, Chief Finance Officer Kingsport City Schools  
Scott Pierce, Director of Technology Kingsport City Schools

DATE: May 14, 2018

SUBJECT: ENA Service LLC, 3 year MSA Opt-In Agreement Renewal

Effective December 19, 2017, Kingsport City Schools executed an Opt-In Agreement with ENA Services LLC. in conjunction with Metro Nashville Public Schools Contract 2-225071-08 for Voice communication services. The terms of our current service agreement with ENA is 12 months with a 3 year renewal term. ENA Services is currently offering a monthly savings of \$2,140 to districts willing to sign a three year MSA opt in agreement. ENA will offer the discount pricing to its' customers committing to the remaining three years of the metro Nashville contract.

On May 1, 2018, the Board of Education approved the motion to renew the Agreement for 3 years with ENA Services. It is now recommended that the Board of Mayor and Aldermen approve the resolution for Kingsport City Schools to renew the Opt-in Agreement with ENA Services for the remaining 3 year term.

### Savings

Prime= \$9.50 per extension-----Approx 766 extensions

New PRIME \$7.00---\$2.50 savings

Saving \$1,915 per month

Prime + DID= \$10.50 per extension-----Approx 90 extensions

New PRIME + DID \$8.00-- \$2.50 savings

Saving \$225 per month

TOTAL monthly savings= **\$2,140**

TOTAL annual savings= **\$25,680**

### 3 Year MSA Opt In agreement

- Signature needed
- 3 Year opt in gets us discounted pricing, if we commit to the remaining 3 years of the Metro Contract.
- The out clause is in section 6.3. This gives the district the ability to cancel the contract, without penalty, for a location/locations in the event that we cannot pay for the service, funding goes away, or if a site closes.

### Savings

Prime= \$9.50 per extension-----Approx 766 extensions

New PRIME \$7.00--\$2.50 savings

Saving \$1,915 per month

Prime + DID= \$10.50 per extension-----Approx 90 extensions

New PRIME + DID \$8.00-- \$2.50 savings

Saving \$225 per month

TOTAL monthly savings= \$2,140

TOTAL annual savings= \$25,680



## SCHEDULE OF SERVICES TO OPT-IN AGREEMENT

No. \_\_\_\_\_

In accordance with all terms and conditions of the Opt-In Agreement executed between ENA and \_\_\_\_\_ ("Client") on \_\_\_\_\_ (Date) (the "Agreement"), Client desires to purchase some or all of the Services described in this Schedule of Services (the "Schedule"). Client's Purchases of Services from this Schedule will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

Service Ordered (Check All Applicable Below)			
<input type="checkbox"/>	Broadband	<input type="checkbox"/>	Wi-Fi/LAN
<input checked="" type="checkbox"/>	Communication	<input type="checkbox"/>	Cloud
Description and Price of Services			
Check one:			
<input checked="" type="checkbox"/>	Described below		
<input type="checkbox"/>	Described in the attached document(s)		
Voice services based on Tennessee E-Rate Consortium, 470 # 160017344, MNPS RFP 16-11, Contract Number: 2-225071-08.			
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	<input type="text" value="36"/>	months	
Renewal Term(s)	<input type="text" value="0"/>	Number of Renewal Terms <i>enter '0' if none permitted</i>	<input type="text" value="0"/> Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)	<input type="text" value="36"/>		Months
Effective Date of Contract (at install unless specified herein)	<input type="text"/>		
Billing Address and Billing Contact Information			

### (begin modifications)

In entering into this Schedule, the Parties hereby modify the terms and conditions of the Agreement as follows solely related to Service(s) delivered under this Schedule:

**(add) 6.3 Subject to Available Funding.** This Schedule shall terminate immediately and absolutely if Client is determined to no longer have funds available to pay for the Services described herein, either through ENA or any other vendor. Termination through this provision is final, Client may not purchase substitute Services from any other vendor upon termination for lack

## SCHEDULE OF SERVICES TO OPT-IN AGREEMENT

of funds for the unexpired term of this Agreement prior to the termination for lack of funding and Client shall not be liable for any additional charges or fees pursuant to Section 6.2 to ENA beyond the charges incurred for Service up to the date of the termination.

### (end modifications)

Other than the modifications indicated above, nothing in this Schedule is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

**ENA:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLIENT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## AGENDA ACTION FORM

### Issuance of Certificate of Compliance for Retail Food Stores to Sell Wine

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-74-2018  
 Work Session: May 14, 2018  
 First Reading: May 15, 2018

Final Adoption: May 15, 2018  
 Staff Work By: Angie Marshall  
 Presentation By: Jim Demming

### Recommendation:

Approve the issuance of a Certificate of Compliance to Midfield Market, 1600 Fairview Avenue, to sell wine.

### Executive Summary:

This is an application for a retail food store who has filed with the City Recorder for their Certificate of Compliance to sell wine. This Certificate, which must be issued and signed by the Mayor if the business is within a municipality, is a required attachment to the application this business will submit to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

This application has met the requirements of TCA 57-3-806. Police background checks have been conducted with nothing found that would prevent receiving this certificate. Planning has also verified the businesses are properly zoned.

### Attachments:

1. None

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



## AGENDA ACTION FORM

### Apply and Receive a Quick-Action Grant from AARP

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager

Action Form No.: AF-75-2018  
 Work Session: May 14, 2018  
 First Reading: N/A

Final Adoption: May 15, 2018  
 Staff Work By: Kitty Frazier, Kenny Lawson  
 Presentation By: Chris McCart

### Recommendation:

Approve the Resolution:

### Executive Summary:

The City of Kingsport Parks & Recreation department has been invited to apply for a grant from AARP. This quick-action grant allows for projects that can help the community become more livable. The grant award can be for a few hundred dollars or thousands. Lynn View Community Center would like to add landscaping, park benches, tables with umbrellas along with some public art to the front of the building. This addition would cost \$10,000 and this grant would not require any match from the City. The City will be asking for \$10,000 through this grant to proceed with this livable community project. This would allow for community groups and citizens a leisure place to sit, play board games or enjoy a cup of coffee before silver sneakers class begins at the center in the mornings. This grant would enhance the new ramp and stairs along with the entrance to the facility. Winning applicants will be notified by email no later than June 25, 2018.

### Attachments:

1. Resolution

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM AARP FOR THE LYNN VIEW COMMUNITY CENTER

WHEREAS, the city, through the Kingsport Parks & Recreation Department, would like to apply for a quick-action grant from AARP, which provides funds for projects that can help the community become more livable; and

WHEREAS, the parks and recreation department would like to add landscaping, park benches, tables with umbrellas along with some public art to the front of the Lynn View Community Center building; and

WHEREAS, the maximum amount of the grant award is \$10,000.00, and the grant requires no match; and

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from AARP in the amount up to \$10,000.00 for the Lynn View Community Center.

SECTION II. That the mayor is authorized and directed 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 15th day of May, 2018.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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