



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, February 07, 2023 at 7:00 PM
City Hall, 415 Broad Street, Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Rose, Economic Development Director
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

III. INVOCATION

1. Pastor Phil Whittemore, Bloomingdale Baptist Church

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Proclamation: Black History Month (Mayor Shull)

VI. APPOINTMENTS

1. None

VII. APPROVAL OF MINUTES

1. Work Session - January 17, 2023
2. Business Meeting - January 17, 2023

VIII. PUBLIC HEARINGS

1. Conduct the Six Month Plan of Services Update for the Fieldcrest Annexation (AF-23-2023)
(Ken Weems)

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.

IX. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-15-2023)
(Chris McCartt)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance Amending the Zoning Code by Adding Residential Use as a Permitted Use on the 2nd floor or higher floor of a building in a B-3, Highway Oriented Business zone, Sec 114-195 (AF-3-2023) (Ken Weems)
2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-12-2023)
(Chris McCartt)

XI. OTHER BUSINESS

1. Consideration of a Resolution Awarding the Bid for Mowing of Various Locations (AF-17-2023)
(Ryan McReynolds)
2. Consideration of a Resolution Awarding the Bid for the Purchase of Various Fleet Maintenance Items (AF-20-2023) (Chris McCartt, Ryan McReynolds)

- [3.](#) Consideration of a Resolution Authorizing the City Manager to Accept FL Smidth Service Contract for Repair of Wastewater Plant Centrifuges (AF-24-2023) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Purchase Two F-150 4x4 SuperCabs (AF-30-2023) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution to Approve a Memorandum of Understanding with the Bays Mountain Park Caretaker (AF-26-2023) (Michael T. Borders)
- [6.](#) Consideration of a Resolution Rejecting the Park Maintenance Portion of the Mowing Various Locations RFP. (AF-29-2023) (Michael Borders)
- [7.](#) Consideration of a Resolution Opposing Partisan Municipal Elections (AF-40-2023) (Chris McCartt)

XII. CONSENT AGENDA

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

- [1.](#) Consideration of a Resolution to Temporarily Give Management and Staff More Flexibility to Work with Utility Customers Who Accumulated Delinquent Balances During COVID-19 and During our Billing Delays Related to Meter Replacement (AF-25-2023) (Lisa Winkle)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with the Tribe Baseball Club of Kingsport for the Use of Athletics Facilities (AF-28-2023) (Michael T. Borders)
- [3.](#) Consideration of a Resolution to Amend the Payment Terms for the Employee Physical Wellness Contract with MedFit (AF-32-2023) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Consent to Subcontract Work on Behalf of American Traffic Solutions, Inc. (AF-16-2023) (Chief D. Phipps)

XIII. COMMUNICATIONS

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.

1. City Manager
 - Report from the Kingsport Fire Dept. Concerning Recent Purchases
2. Mayor and Board Members
3. Visitors

XIV.ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, January 17, 2023 at 4:00 PM
City Hall, 415 Broad Street, Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Paul W. Montgomery

Alderman Tommy Olterman

Alderman James Phillips

I. CALL TO ORDER 4:00 p.m. by Mayor Patrick W. Shull

II. ROLL CALL by City Recorder/Treasurer Lisa Winkle. All present.

III. DISCUSSION ITEMS

1. Northeast TN Regional Recovery Center

Mayor Shull provided some background information on this item. He then introduced Carter County Mayor Patty Woodby who showed a short film. Sullivan County Judge James Goodwin and Carter County Judge Stacy Street presented further details. The mayor indicated the vote for the transfer of funds for this project would be at the first board meeting in February. There was some discussion.

2. Communications Update

Public Relations Director Adrienne Batara gave a presentation on this item, highlighting the ways the city puts out information to the public. She provided details after a recent survey and the path forward to be taken by staff. City Manager McCartt also provided input. There was some discussion. Alderman Phillips requested the three most viewed and least viewed published stories be added to this presentation in the future.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, January 17, 2023 at 4:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

3. FY22 Audit Presentation

City Recorder/Treasurer Winkle presented this item, highlighting each section of the audit and answering questions. She pointed out the Audit Committee had already met to go over the report on December 28th and it was filed by the December 31st due date. David Elkins of Brown Edwards provided further details and discussed other changes that had been made this year. He noted the city received an unmodified clean opinion.

4. Project Status Report

Information included in agenda packet.

IV. REVIEW OF BUSINESS MEETING AGENDA

No items on the January 17, 2023 proposed agenda were discussed or received specific questions or concerns.

V. ADJOURN

Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:10 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



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Board of Mayor and Aldermen

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Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Paul W. Montgomery

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer

Angie Marshall, Deputy City Recorder/City Clerk

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

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Pastor Adam Love, Mafair United Methodist Church

IV. ROLL CALL by City Recorder/Treasurer Lisa Winkle. All present.

V. RECOGNITIONS AND PRESENTATIONS

1. Proclamation Honoring Mike McIntire (Mayor Shull / Vice Mayor George)
2. Kingsport Police Department Professional Achievements (Chief Phipps)
3. 2022 KOSBE Award Recipients (Aundrea Salyer)

VI. APPOINTMENTS None.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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VII. APPROVAL OF MINUTES *(These items are considered under one motion.)*

Motion made by Alderman Montgomery, Seconded by Alderman Phillips

1. Work Session - December 19, 2022
2. Called Meeting - December 19, 2022
3. Business Meeting - December 20, 2022

Approved: All present voting “aye.”

COMMENT

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

VIII. PUBLIC HEARINGS

1. **Consideration of an Ordinance Amending the Zoning Code by Adding Residential Use as a Permitted Use on the 2nd floor or higher floor of a building in a B-3, Highway Oriented Business zone, Sec 114-195 (AF-3-2023) (Ken Weems)**

Public Comment - None.

Motion made by Alderman Olterman, Seconded by Vice Mayor George

AN ORDINANCE TO AMEND SECTION 114-195 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting “aye.”

IX. BUSINESS MATTERS REQUIRING FIRST READING

1. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY23. (AF-12-2023) (John Morris) – Revised**

Motion made by Alderman Duncan, Seconded by Alderman Olterman

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting “aye.”

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, January 17, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of an Ordinance to Amend the FY 2023 the General Purpose School Fund Budget (AF-376-2022) (David Frye)**

Motion made by Alderman Phillips, Seconded by Alderman Cooper

ORDINANCE NO. 7068, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

XI. OTHER BUSINESS

- 1. Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service for Kingsport City Schools Nutrition Services Grocery and Beverage Items and Authorizing the Mayor to Sign All Applicable Documents (AF-8-2023) (David Frye)**

Motion made by Alderman Olterman, Seconded by Alderman Cooper

RESOLUTION NO. 2023-151, A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH GORDON FOOD SERVICE FOR KINGSPOINT CITY SCHOOLS NUTRITION SERVICES GROCERY AND BEVERAGE ITEMS AND AUTHORIZING THE MAYOR TO SIGN ALL APPLICABLE DOCUMENTS

Passed: All present voting "aye."

- 2. Consideration of a Resolution Awarding the Proposal for a Concession Food Service Distributor for the Kingsport Aquatic Center to the H.T. Hackney Company (AF-9-2023) (Michael Borders)**

Motion made by Alderman Duncan, Seconded by Alderman Phillips

RESOLUTION NO. 2023-152, A RESOLUTION AUTHORIZING THE RENEWAL OF THE KINGSPOINT AQUATIC CENTER CONCESSION FOOD SERVICE DISTRIBUTOR PROPOSAL WITH H.T. HACKNEY COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

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- 3. Consideration of a Resolution Ratifying the Mayor's Signature on the Certification of Local Official that the Public Housing Authority Plans are Consistent with the Consolidated Plan Document.** (AF-10-2023) (Michael Price)

Motion made by Alderman Olterman, Seconded by Alderman Cooper

RESOLUTION NO. 2023-153, A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE CERTIFICATION BY STATE OR LOCAL OFFICIAL OF THE PUBLIC HOUSING AUTHORITY PLANS CONSISTENCY WITH THE CONSOLIDATED PLAN DOCUMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 4. Approve Change Order to Merrell Bros., Inc to Complete Digester Cleaning** (AF-11-2023) (Ryan McReynolds)

Motion made by Alderman Montgomery, Seconded by Vice Mayor George

RESOLUTION NO. 2023-154, A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH MERRELL BROS. INC. TO COMPLETE THE DIGESTER CLEANING AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

- 5. Approval of an Amendment to the City of Kingsport Redevelopment Plan Authorizing Additional TIF Financing for the Stonegate Plaza Redevelopment District** (AF-7-2023) (John Rose)

Motion made by Alderman Duncan, Seconded by Alderman Montgomery

RESOLUTION NO. 2023-155, A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF KINGSFORT REDEVELOPMENT PLAN AUTHORIZING ADDITIONAL TIF FINANCING AND EXTENDING THE TERM OF THE STONEGATE PLAZA REDEVELOPMENT DISTRICT

Passed: All present voting "aye" with Alderman Cooper abstaining.

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

Motion made by Vice Mayor George, Seconded by Alderman Cooper

Passed as presented with a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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- 1. Consideration of a Resolution Awarding the Bid for the Rental of a Caterpillar PM312 Cold Planer Roadway Milling Machine from Stowers Machinery and Authorizing the City Manager to Execute a Rental Agreement for the Same (AF-2-2023) (Ryan McReynolds)**

RESOLUTION NO. 2023-156, A RESOLUTION AWARDING THE BID FOR THE RENTAL OF A CATERPILLAR PM312 COLD PLANER ROADWAY MILLING MACHINE TO STOWERS MACHINERY CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A RENTAL AGREEMENT FOR THE SAME

- 2. Consideration of a Resolution to Enter into an Agreement with the Tennessee Main Street Program (AF-1-2023) (Chris McCartt)**

RESOLUTION NO. 2023-157, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE MAIN STREET PROGRAM, A PROGRAM OF THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND A COORDINATING PARTNER OF THE NATIONAL MAIN STREET CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 3. Consideration of a Resolution to Ratify the Mayors Signature and Authorizing the Mayor to Sign a Release for Property Damage for National General and Its Insured Carl L. Newman (AF-6-2023) (Bart Rowlett)**

RESOLUTION NO. 2023-158, A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE APPROVING A RELEASE FOR PROPERTY DAMAGE WITH NATIONAL GENERAL INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

- 4. Consideration of a Resolution Authorizing the Mayor to Sign a Property Damage Release for Root Insurance Company and Its Insured Zachary Cornely (AF-5-2023) (Bart Rowlett)**

RESOLUTION NO. 2023-159, A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE WITH ROOT INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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5. **Acceptance of FY2022 Annual Comprehensive Financial Report** (AF-13-2023) (Lisa Winkle)

Report accepted.

6. **Approve the Community Foundation of Middle Tennessee “Serving Tennessee Seniors” Grant** (AF-4-2023) (Michael Borders)

RESOLUTION NO. 2023-160, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A “SERVING TENNESSEE SENIORS” GRANT FROM THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE

XIII. COMMUNICATIONS

1. **City Manager**

Mr. McCartt commended Lisa Winkle and her team on the audit that was presented and pointed out historical data can be found on the website. He echoed all the comments made honoring Mike McIntire during the proclamation given earlier in the meeting.

2. **Mayor and Board Members**

Alderman Montgomery thanked Public Relations Director Adrienne Batara and her staff for their hard work passing on communications to the public. He mentioned the parade and candlelight service for Martin Luther King, Jr. yesterday, stating there was good participation from the city and the schools. Lastly, he commented on the Lifesaving Crew banquet. Alderman Phillips also echoed the sentiments regarding Mike McIntire, stating he was a great guy and Kingsport was lucky to have him. He talked about the MLK parade and proclamation. Mr. Phillips thanked the police for reaching out and thanked the fire department for working many calls on Christmas day. Alderman Olterman noted there was sickness in his family and although it was getting better, he asked for prayers. Alderman Duncan pointed out it was ironic the finance report was on the agenda when recognizing Mike McIntire as he was always so in depth when reviewing them. He thanked Lisa Winkle for her hard work on the audit. Mr. Duncan mentioned Chief Phipps was the speaker at the Lifesaving Crew banquet, noting he did a great job. He also mentioned several sporting events coming up thanks to the efforts of Visit Kingsport. Alderman Cooper commented on all the positive things presented at each board meeting. She also recognized the two accomplishments she was most proud of and still passionate about were a direct result of the impact of Mike McIntire. Lastly, she mentioned that although the Christmas

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trees have left the parks, they went to feed the goats on Cement Hill. Vice-Mayor George thanked Lisa Winkle and the Audit Committee. She also expressed appreciation to city staff, pointing out the many rewards the city receives and thank you is not said enough. She noted we have come to expect them now but that hasn't always been the norm and thanked everyone for their efforts. Mayor Shull also commented on the three presentations at the work session earlier. He also recognized Mike McIntire, noting they were friends before, during and after the mayoral campaign. He acknowledged Mr. McIntire was a selfless servant and will be missed.

3. Visitors

Danny Karst commented on several issues.

XIV.ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:09 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

February 2023 Annexation Plan of Services Update for the Fieldcrest Annexation

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-23-2023

Work Session: February 6, 2023

First Reading: February 7, 2023

Final Adoption: February 7, 2023

Staff Work By: Ken Weems

Presentation By: K. Weems

Recommendation:

Hold public hearing and receive comment concerning the 6 month plan of services update for the Fieldcrest Annexation.

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the subsequent need to conduct the 6 month update for the Fieldcrest Annexation Plan of Services Update, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments. The two remaining services due to the Fieldcrest annexation are water and sewer extensions. Both the water and sewer extensions are currently under survey and estimated to be completed by June, 2027. The notice of public hearing was published on January 23, 2023.

Attachments:

1. Notice of Public Hearing
2. 6 Month Plan of Services Report
3. Map

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

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing for the ANNUAL PLAN OF SERVICE (POS) REPORT for the following annexation area at its February 7, 2023 regular business meeting. The meeting begins at 7:00 P.M. in the Kingsport City Hall Boardroom, 415 Broad Street, 3rd floor, Kingsport, Tennessee.

Annexation Area: Fieldcrest Annexation, Resolution No. 2022-264

Effective Date: 7/21/2022

POS, deadline: 6 month update: Water & Sewer

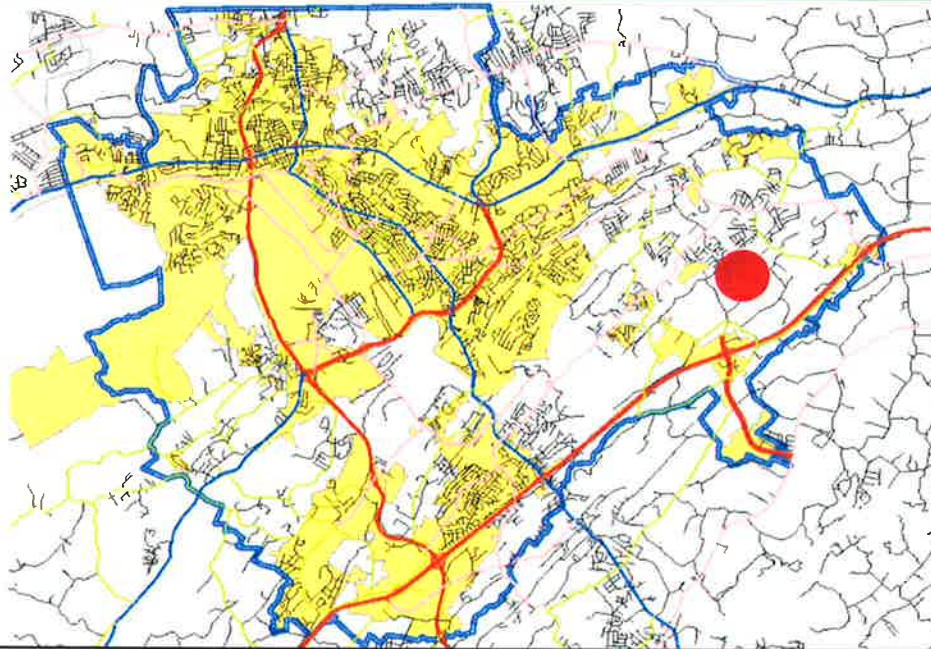
All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9368 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available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

City of Kingsport
Angie Marshall, City Clerk.
P1T: 1/23/2023

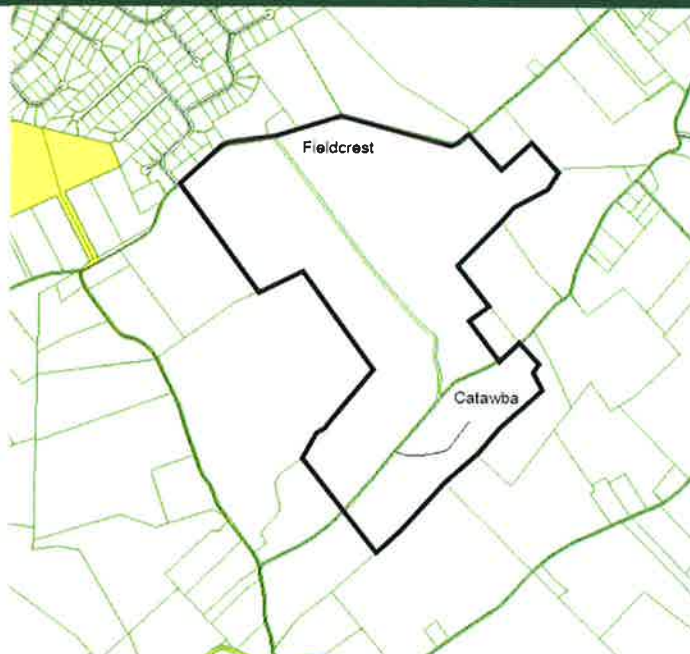
**JANUARY 2023 6 MONTH PLAN OF SERVICES REPORT
FOR RESOLUTION NO. 2022-264**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
Fieldcrest Annexation Resolution No. 2022-264	7/21/2022	Sewer Service Water Service	June, 2027 June, 2027	Under Survey Under Survey

Fieldcrest Annexation Vicinity Map



Fieldcrest Annexation | Location





AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY23

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-15-2023

Work Session: February 6, 2023

First Reading: February 7, 2023

Final Adoption: February 21, 2023

Staff Work By: John Morris

Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The General Projects-Special Revenue Fund is being increased by appropriating a grant from the Tennessee Department of Agriculture Tennessee Agricultural Enhancement Program in the amount of \$1,500 to the Ag Enhancement project (NC2319) and by transferring \$1,100,000 from the Opioid Settlement project (NC2236) to the Drug Rehab Facility project (NC2320).

The General Fund is being amended by transferring \$7,500 from the Repair & Maint-Vehicles line (110-4810-481.20-56) to the To Gen Project Fund line (110-4804-481.70-36).

The General Project Fund is being amended by increasing the Fire Facilities/Capital project (GP2208) by \$7,500 and by appropriating \$450,000 received from Traveler's Insurance to the Sullivan North Purchase project (GP1733).

The Risk Management Fund is being increased by accepting the Pep Driver Grant in the amount of \$2,250.

The Water Project Fund is being amended by transferring \$19,878 from the Water Line Improvements project (WA2200) to the Water Line Improvements project (WA2300), \$14,205 from the Pump Station Imp O&M project (WA2201) to the Pump Station Improvements project (WA2301), and by transferring \$50,000 from the Plant Facility Improvements project (WA2203) and \$250,000 from the Plant Facility Improvements project (WA2101) for a total of \$300,000 to the Colonial View Pump Station project (WA2305). Close WA2200, WA2201, WA2203, WA1700, and WA1708.

The Sewer Project Fund is being amended by transferring \$32,401 from the Misc I&I Rehab project (SW2000) and \$53,252 from the Sewer Line Improvements project (SW2201) for a total of \$85,653 to the Pump Station Imp O&M project (SW2200) in the amount of \$33,582 and to the Sewer Line Improvements project (SW2301) in the amount of \$52,071. Close SW2000, SW2201, SW1800, SW2007, SW2011, and SW2200.

SECTION VII. That the Stormwater Project Fund be amended by transferring \$4,761 from the Stormwater Infrastructure Imp O&M project (ST2100) to the Urban Forestry Initiative project (ST2105). Close ST2100, ST2103, and ST2109.

Attachments:

1. Ordinance

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

ORDINANCE NO.

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

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

SECTION I. That the General Projects-Special Revenue Fund be increased by appropriating a grant from the Tennessee Department of Agriculture Tennessee Agricultural Enhancement Program in the amount of \$1,500 to the Ag Enhancement project (NC2319) and by transferring \$1,100,000 from the Opioid Settlement project (NC2236) to the Drug Rehab Facility project (NC2320).

SECTION II. That the General Fund be amended by transferring \$7,500 from the Repair & Maint-Vehicles line (110-4810-481.20-56) to the To Gen Project Fund line (110-4804-481.70-36).

SECTION III. That the General Project Fund be amended by increasing the Fire Facilities/Capital project (GP2208) by \$7,500 and by appropriating \$450,000 received from Traveler's Insurance to the Sullivan North Purchase project (GP1733).

SECTION IV. That the Risk Management Fund be increased by accepting the Pep Driver Grant in the amount of \$2,250.

SECTION V. That the Water Project Fund be amended by transferring \$19,878 from the Water Line Improvements project (WA2200) to the Water Line Improvements project (WA2300), \$14,205 from the Pump Station Imp O&M project (WA2201) to the Pump Station Improvements project (WA2301), and by transferring \$50,000 from the Plant Facility Improvements project (WA2203) and \$250,000 from the Plant Facility Improvements project (WA2101) for a total of \$300,000 to the Colonial View Pump Station project (WA2305). Close WA2200, WA2201, WA2203, and WA1700.

SECTION VI. That the Sewer Project Fund be amended by transferring \$32,401 from the Misc I&I Rehab project (SW2000) and \$53,252 from the Sewer Line Improvements project (SW2201) for a total of \$85,653 to the Pump Station Imp O&M project (SW2200) in the amount of \$33,582 and to the Sewer Line Improvements project (SW2301) in the amount of \$52,071. Close SW2000, SW2201, SW1800, SW2007, SW2011, and SW2200.

SECTION VII. That the Stormwater Project Fund be amended by transferring \$4,761 from the Stormwater Infrastructure Imp O&M project (ST2100) to the Urban Forestry Initiative project (ST2105). Close ST2100, ST2103, and ST2109.

Account Number/Description:
Fund 111: General Projects-Special Rev Fund
Ag Enhancement (NC2319)

Revenues:

111-0000-332.61-00 TN Dept of Agriculture

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 1,500	\$ 1,500
Total: 0	1,500	1,500

Expenditures:

111-0000-601.20-20 Professional/Consultant

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 1,500	\$ 1,500
Total: 0	1,500	1,500

Opioid Settlement (NC2236)

Revenues:

111-0000-391.01-00 From General Fund

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,559,317	\$ (1,100,000)	\$ 459,317
Total: 1,559,317	(1,100,000)	459,317

Expenditures:

111-0000-601.20-99 Miscellaneous

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,559,317	\$ (1,100,000)	\$ 459,317
Total: 1,559,317	(1,100,000)	459,317

Drug Rehab Facility (NC2320)

Revenues:

111-0000-391.01-00 From General Fund

Total:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 1,100,000	\$ 1,100,000
0	1,100,000	1,100,000

Expenditures:

111-0000-601.20-99 Miscellaneous

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 1,100,000	\$ 1,100,000
Total: 0	1,100,000	1,100,000

Account Number/Description:

General Fund: 110

Expenditures:

110-4804-481.70-36 To General Project Fund

110-4810-481.20-56 Repair & Maint-Vehicles

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 258,603	\$ 7,500	\$ 266,103
115,575	(7,500)	115,575
Total: 374,178	0	381,678

Account Number/Description:**General Project Fund: 311****Fire Facilities/Capital (GP2208)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	276,150	0	276,150
311-0000-368.21-01 Premium From Bond Sale	27,121	0	27,121
311-0000-391-01.00 From General Fund	0	7,500	7,500
Total:	303,271	7,500	310,771

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	3,271	0	3,271
311-0000-601.90-03 Improvements	300,000	7,500	307,500
Total:	303,271	7,500	310,771

Sullivan North Renovation Project (GP1733)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-361.10-50 School Bond Interest	679,792	0	679,792
311-0000-361.21-00 Int 1997 Bonds	838,159	0	838,159
311-0000-368.99-00 Miscellaneous	0	450,000	450,000
311-0000-391.21-00 Transfer from School Fund	2,276,599	0	2,276,599
311-0000-391.21-50 Sullivan Co School Bonds	2,365,050	0	2,365,050
Total:	6,159,600	450,000	6,609,600

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	4,834,600	450,000	5,284,600
311-0000-601.20-23 Architect/Engineering Serv	1,325,000	0	1,325,000
Total:	6,159,600	450,000	6,609,600

Account Number/Description:**Insurance Reserve Fund: 615****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
615-0000-368.99-00 Miscellaneous	0	2,250	2,250
Total:	0	2,250	2,250

Expenditures:

	\$	\$	\$
615-1601-413.40-92 Administration Fees	81,130	2,250	83,380
Total:	81,130	2,250	83,380

Account Number/Description:**Water Project Fund: 451****Water Line Imp (WA2200)****Revenues:**

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	767,000	(19,878)	747,122
Total:	767,000	(19,878)	747,122

Expenditures:

451-0000-605.90-01 Land
451-0000-605.90-21 New Dist Lines
451-0000-605.90-22 Hydrants
451-0000-605.90-23 New Meters
451-0000-605.90-24 Replacement Meters
451-0000-605.90-25 Replacement Dist Lines

	\$	\$	\$
	5,000	(3,260)	1,740
	50,700	(14,633)	36,067
	40,000	(463)	39,537
	157,300	(759)	156,541
	56,900	(62)	56,838
	457,100	(701)	456,399
Total:	867,000	(19,878)	747,122

Water Line Imp (WA2300)**Revenues:**

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	800,000	19,878	819,878
Total:	800,000	19,878	819,878

Expenditures:

451-0000-605.90-01 Land
451-0000-605.90-21 New Dist Lines
451-0000-605.90-22 Hydrants
451-0000-605.90-23 New Meters
451-0000-605.90-24 Replacement Meters
451-0000-605.90-25 Replacement Dist Lines

	\$	\$	\$
	5,000	0	5,000
	20,000	0	20,000
	50,000	0	50,000
	100,000	0	100,000
	150,000	0	150,000
	475,000	19,878	494,878
Total:	800,000	19,878	819,878

Pump Station Imp (WA2201)**Revenues:**

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	201,010	(14,205)	186,805
Total:	201,010	(14,205)	186,805

Expenditures:

451-0000-605.90-19 Pump Stations

	\$	\$	\$
	201,010	(14,205)	186,805
Total:	201,010	(14,205)	186,805

Pump Station Imp (WA2301)**Revenues:**

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	156,000	14,205	170,205
Total:	156,000	14,205	170,205

Expenditures:

451-0000-605.90-19 Pump Stations

	\$	\$	\$
	156,000	14,205	170,205
Total:	156,000	14,205	170,205

Plant Facility Imp (WA2203)**Revenues:**

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	50,000	(50,000)	0
Total:	50,000	(50,000)	0

Expenditures:

451-0000-605.90-03 Improvements

	\$	\$	\$
	50,000	(50,000)	0
Total:	50,000	(50,000)	0

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

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

451-0000-391.05-56 Series 2019 GO Improvement

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	31,287	0	31,287
	1,087,714	0	1,087,714
	600,228	(250,000)	350,228
Total:	1,719,229	(250,000)	1,469,229

Expenditures:

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

451-0000-605.90-03 Improvements

	\$	\$	\$
	128,919	0	128,919
	1,590,310	(250,000)	1,340,310
Total:	1,719,229	(250,000)	1,469,229

Colonial View Pump Station (WA2305)**Revenues:**

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	300,000	300,000
Total:	0	300,000	300,000

Expenditures:

451-0000-605.90-03 Improvements

	\$	\$	\$
	0	300,000	300,000
Total:	0	300,000	300,000

Account Number/Description:**Sewer Project Fund: 452****Misc I&I Rehab (SW2000)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	173,000	(32,401)	140,599
Total:	173,000	(32,401)	140,599

Expenditures:

	\$	\$	\$
452-0000-606.20-22 Construction Contracts	264	0	264
452-0000-606.20-23 Arch/Eng/Landscaping	21,155	(2,798)	18,357
452-0000-606.90-03 Construction Contracts	151,581	(29,603)	121,978
Total:	250,000	(32,401)	140,599

Sewer Line Imp (SW2201)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	255,000	(53,252)	201,748
Total:	255,000	(53,252)	201,748

Expenditures:

	\$	\$	\$
452-0000-606.90-01 Land	14,000	(998)	13,002
452-0000-606.90-26 Sewer Extensions	6,000	(6,000)	0
452-0000-606.90-27 Sewer Taps	30,000	(15,505)	14,495
452-0000-606.90-28 Sewer Improvements	205,000	(30,749)	174,251
Total:	255,000	(53,252)	201,748

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	320,000	33,582	353,582
Total:	320,000	33,582	353,582

Expenditures:

	\$	\$	\$
452-0000-606.90-19 Pump Stations	320,000	33,582	353,582
Total:	320,000	33,582	353,582

Sewer Line Imp (SW2301)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	0	32,401	32,401
452-0000-391.42-00 From Sewer Fund	260,000	19,670	279,670
Total:	260,000	52,071	312,071

Expenditures:

	\$	\$	\$
452-0000-606.90-01 Land	10,000	0	10,000
452-0000-606.90-26 Sewer Extensions	10,000	0	10,000
452-0000-606.90-27 Sewer Taps	30,000	0	30,000
452-0000-606.90-28 Sewer Improvements	210,000	52,071	262,071
Total:	260,000	52,071	312,071

Account Number/Description:
Stormwater Project Fund:457
Stormwater Infrastructure Imp (ST2100)

Revenues:

457-0000-391.95-00 Storm Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	222,153	(4,761)	217,392
Total:	222,153	(4,761)	217,392

Expenditures:

457-0000-622.90-03 Improvements

	\$	\$	\$
	222,153	(4,761)	217,392
Total:	222,153	(4,761)	217,392

Urban Forestry Initiative (ST2105)

Revenues:

457-0000-391.95-00 Storm Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	20,000	4,761	24,761
Total:	20,000	4,761	24,761

Expenditures:

457-0000-622.90-03 Improvements

	\$	\$	\$
	20,000	4,761	24,761
Total:	20,000	4,761	24,761

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

 PATRICK W. SHULL, Mayor

ATTEST:

 ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

 RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance Amending the Zoning Code by Adding Residential Use as a Permitted Use on the 2nd floor or higher floor of a building in a B-3, Highway Oriented Business zone, Sec 114-195

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-3-2023

Work Session: January 17, 2023

First Reading: January 17, 2023

Final Adoption: February 7, 2023

Staff Work By: Ken Weems

Presentation By: K. Weems

Recommendation:

Approve ordinance amending the zoning ordinance to add residential use as a permitted use on the 2nd floor or higher floor of a building in a B-3, Highway Oriented Business District zone, Sec114-195.

Executive Summary:

This is a property owner-requested zoning text amendment that would allow residential use as a permitted use on the 2nd floor or higher floor of a building in a B-3, Highway Oriented Business District zone, Sec 114-195. Once approved, the text change would apply to all City B-3 zones. After reviewing adjacent city ordinances that already support this allowance and the benefits of the proposal, staff feels that the added use in the B-3 zoning district will be a positive one for the City. Main benefits include lower infrastructure costs due to increased density, budget cost saving, and increased walkable places, among others. During their December 2022 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to the Board in support of the text amendment. The notice of public hearing was published on January 2, 2023.

Attachments:

1. Zoning Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 114-195 OF THE CODE
OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE; AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 114-195(a)(1) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

(a) *Principal uses.* Principal uses and other substantially similar uses permitted in the B-3, Highway Oriented Business District area as follows:

(1) Ambulance services; animal hospitals; antennas; antique shops; artist studios; automobile sales and services; automobile service stations; bakeries, retail and wholesale; boat sales; brewpubs; building materials and services; business services and supplies; catering services; climate controlled indoor storage facilities; convenience stores; craft breweries; distilleries; eating and drinking establishments; equipment sales, service and rentals; financial institutions; fitness centers; food and beverage sales; funeral and internment services; hotels and motels; laboratories; maintenance and repair services; major and minor motor vehicle repair; manufactured and mobile home sales; off-premises and on-premises alcohol sales; plant nurseries; offices; open air uses (garden supplies, lawn furniture, plant nurseries, playground equipment); pawn shops; personal improvement services; printing and publishing; recreation vehicle sales; research and development; residential use on the 2nd floor or higher floor of a building; restaurants; retail sales; shopping centers; wineries.

SECTION II. That Section 114-195(d) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

(d) Prohibited uses. Uses prohibited in the B-3 district are as follows:

(1) Industry, manufacturing as principal uses; junkyard; auto salvage.

(2) Mini-storage warehouses.

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

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY23

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-12-2023

Work Session: January 17, 2023

First Reading: January 17, 2023

Final Adoption: February 7, 2023

Staff Work By: John Morris

Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The General Projects-Special Revenue Fund is being amended by transferring \$15,394 from the Streets Resurfacing project (NC2200) to the Streets Resurfacing project (NC2300) to prepare NC2200 for closure, by reducing the Assist To Firefighters line by \$32,118 and appropriating \$32,118 from the General Fund to the Technical Rescue Grant project (NC2310) to cover grant matching funds, and by appropriating grant funds received from The Community Foundation of Middle Tennessee "Serving Tennessee Seniors" grant in the amount of \$5,000 to the Serving TN Seniors project (NC2318) for the purchase of exercise equipment. Closes NC2200.

The General Project Fund is being increased by accepting donations from various individuals in the amount of \$4,016 to the Contributions From Individuals line (311-0000-364.10-00) and to the Improvements line (311-0000-601.90-03).

The Sewer Project Fund is being amended by transferring \$331,000 from the SLS Improvements project (SW2204) to the WWTP Digester Cleaning project (SW2010) to cover a change order for digester cleaning at the wastewater treatment plant.

Attachments:

1. Ordinance

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

ORDINANCE NO.

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

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

SECTION I. That the General Projects-Special Revenue Fund be amended by transferring \$15,394 from the Streets Resurfacing project (NC2200) to the Streets Resurfacing project (NC2300) to prepare NC2200 for closure, by reducing the Assist To Firefighters line by \$32,118 and appropriating \$32,118 from the General Fund to the Technical Rescue Grant project (NC2310) to cover grant matching funds, and by appropriating grant funds received from The Community Foundation of Middle Tennessee "Serving Tennessee Seniors" grant in the amount of \$5,000 to the Serving TN Seniors project (NC2318) for the purchase of exercise equipment. Close NC2200.

SECTION II. That the General Fund be amended by transferring \$32,118 from the Repair & Maint-Vehicles Line (110-4810-481.20-56) to the To Gen Proj-Special Rev line (110-4804-481.70-35).

SECTION III. That the General Project Fund be increased by accepting donations from various individuals in the amount of \$4,016 to the Contributions From Individuals line (311-0000-364.10-00) and to the Improvements line (311-0000-601.90-03).

SECTION IV. That the Sewer Project Fund be amended by transferring \$331,000 from the SLS Improvments project (SW2204) to the WWTP Digester Cleaning project (SW2010) to cover a change order for digester cleaning at the wastewater treatment plant.

Account Number/Description:

Fund 111: General Projects-Special Rev Fund

Streets Resurfacing (NC2200)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-391.01-00 From General Fund	\$ 2,409,450	\$ (15,394)	\$ 2,394,056
Totals	2,409,450	(15,394)	2,394,056

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-601.20-22 Construction Contracts	\$ 2,409,450	\$ (129,945)	\$ 2,279,505
111-0000-601.20-23 Arch/Eng/Landscaping Service	0	114,551	114,551
Totals	2,409,450	(15,394)	2,394,056

Streets Resurfacing (NC2300)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	927,518	0	927,518
111-0000-391.01-00 From General Fund	2,647,482	15,394	2,662,876
Totals	3,575,000	15,394	3,590,394

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-22 Construction Contracts	3,050,000	15,394	3,065,394
111-0000-601.20-23 Arch/Eng/Landscaping Service	525,000	0	525,000
Totals	3,575,000	15,394	3,590,394

Technical Rescue Grant (NC2310)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-331.31-04 Assist to Firefighters	353,293	(32,118)	321,175
111-0000-391.01-00 From General Fund	0	32,118	32,118
Totals	353,293	0	353,293

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.10-10 Salaries & Wages	160,000	0	160,000
111-0000-601.10-11 Overtime	8,050	0	8,050
111-0000-601.10-20 Social Security	12,480	0	12,480
111-0000-601.10-30 Group Health Ins	4,640	0	4,640
111-0000-601.10-42 TCRS Hybrid Retirement	13,600	0	13,600
111-0000-601.10-50 Life Insurance	320	0	320
111-0000-601.10-52 Long Term Disability	310	0	310
111-0000-601.10-60 Workmen's Comp	600	0	600
111-0000-601.20-20 Professional/Consultant	104,800	0	104,800
111-0000-601.20-53 Machinery/Equipment Rental	12,000	0	12,000
111-0000-601.30-20 Operating Supplies & Tools	36,493	0	36,493
Totals	353,293	0	353,293

Serving TN Seniors (NC2318)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-364.30-00 From Non-Profit Groups	0	5,000	5,000
Totals	0	5,000	5,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-04 Equipment	0	5,000	5,000
Totals	0	5,000	5,000

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

110-4804-481.70-35 To Gen Proj-Special Rev

110-4810-481.20-56 Repair & Maint-Vehicles

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	6,277,484	32,118	6,309,602
	147,693	(32,118)	115,575
Total	6,425,177	0	6,425,177

Account Number/Description:**General Project Fund: 311****Library Improvements (GP1908)****Revenues:**

311-0000-364.10-00 Individuals

311-0000-364.30-00 From Non-Profits

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

311-0000-368.10-56 GO Bonds Series 2018 A

311-0000-368.21-01 Premium from Bond Sale

311-0000-391-01.00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	27,110	4,016	31,126
	1,535	0	1,535
	17,106	0	17,106
	90,992	0	90,992
	3,378	0	3,378
	69,859	0	69,859
Totals	209,980	4,016	213,996

Expenditures:

311-0000-601.40-41 Premium from Bond Sale

311-0000-601.90-03 Improvements

	\$	\$	\$
	3,153	0	3,153
	206,827	4,016	210,843
Totals	209,980	4,016	213,996

Account Number/Description:**Sewer Project Fund: 452****WWTP Digester Cleaning (SW2010)****Revenues:**

452-0000-391.05-56 Series 2019 GO Improvement

452-0000-391.05-69 GO Bonds Series 2021

452-0000-391.42-00 From Sewer Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	30,217	0	30,217
	268,000	331,000	599,000
	150,000	0	150,000
Total	448,217	331,000	779,217

Expenditures:

452-0000-606.20-22 Construction Contracts

	\$	\$	\$
	448,217	331,000	779,217
Total	448,217	331,000	779,217

SLS Improvements (SW2204)**Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	<u>1,992,400</u>	<u>(331,000)</u>	<u>1,661,400</u>
Total	1,992,400	(331,000)	1,661,400

Expenditures:

452-0000-606.20-20 Professional/Consultant

452-0000-601.90-03 Improvements

	\$	\$	\$
	40,000	0	40,000
	<u>1,952,400</u>	<u>(331,000)</u>	<u>1,621,400</u>
Total	1,992,400	(331,000)	1,661,400

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for Mowing of Various Locations

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-17-2023

Work Session: February 6, 2023

First Reading: N/A

Final Adoption: February 7, 2023

Staff Work By: Staff

Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Request for proposals with pricing were received on January 10, 2023 for Mowing and Trimming Services located at various locations throughout the City.

It is the recommendation to accept the apparent low bid from Thomas Quality Lawn Care for the grounds maintenance locations included in the list as items 1-24. Mowing season will start on or about March 14, 2023 and run through approximately November 25, 2023 with a not to exceed amount of \$131,000.

It is also recommended to accept the bid of Clines Lawn Care, LLC for the grounds maintenance location item 25. This mowing will also start on or about March 14, 2023 and run through approximately November 25, 2023 with a not to exceed amount of \$40,000.00.

Funding has been identified in:

- Account #62140324632099 item 1
- Account NC2303 for items 2-24
- Account 11040324632020 for item 25

Attachments:

1. Resolution
2. Bid Opening Minutes Including Grounds Location Listing

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

MINUTES
BID OPENING
January 12, 2023
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Olivia Nickens, Procurement Specialist;
Zach Drozdowski, Leisure Services Maintenance

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

The Procurement Manager opened with the following bids:

RFP for Mowing of Various Locations
Vendor:
Cline Lawn Care LLC
Thomas Quality Lawn Care
Grubb & Company Lawn Care LLC

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

Grounds Maintenance Locations

<u>Item #</u>	<u>Locations</u>
1	Mount Claire Cemetery
2	911 Center (Unicoi Street)
3	Cypress Street Lot (Corner off of Fort Henry Drive)
4	Cleek Road (from Orebank Road to Stone Drive)
5	New Fordtown Road (Tri Cities X-ing to base of I-26 Bridge)
6	Rock Springs Walkway (Rocksprings Valley to Cox Hollow)
7	Lynn Garden Drive Clover Leaf at Stone Drive
8	Wilcox Drive from Sullivan Street to East Center Street
9	Netherland Inn Road Roundabout
10	Lincoln Street/East Sullivan Court Intersection
11	Main Street Train Station
12	South Wilcox Drive
13	Sullivan Gardens Parkway
14	Wilcox Extension
15	Meadowview Parkway
16	Jennings Drive
17	Boatyard Cemetery
18	Spring Meadow Ct. and Park Meadow Pl.
19	Salt Shed located at 1895 Moreland Dr.
20	Netherland Inn Rd lot
21	Airport Pkwy.
22	Exit 66
23	Fort Henry Median
24	Front of J. Fred Johnson Stadium
25	Bi-weekly Bush Hogging/Finish Mow Stone Dr./ I-26 interchange

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE PROPSOSAL FOR MOWING AND TRIMMING SERVICES AT VARIOUS LOCATIONS TO THOMAS QUALITY LAWN CARE AND CLINES LAWN CARE LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, proposals were opened January 10, 2023, for mowing and trimming services located at various locations throughout the city; and

WHEREAS, upon review of the proposals, Thomas Quality Lawn Care is the lowest responsible compliant respondent meeting specifications for the particular grade or class of material, work or service desired, and is in the best interest and advantage to the city, and the City of Kingsport desires to acquire the services as provided for in the proposal submitted for mowing and trimming services for 24 various locations from Thomas Quality Lawn Care in an amount not to exceed \$131,000.00; and

WHEREAS, upon review of the proposals, the board finds Clines Lawncare, LLC is the lowest responsible compliant respondent meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to acquire the services as provided for in the proposal submitted for mowing and trimming services from Clines Landscaping, LLC for the grounds maintenance location of Stone Drive and the I-26 Interchange in an amount not to exceed \$40,000.00; and

WHEREAS, funding has been identified in Account Nos.: 62140324632099, NC2303, and 11040324632020.

Now therefore,

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

SECTION I. That the proposal for the mowing and trimming services at 24 locations as identified in the request for proposals is awarded to Thomas Quality Lawn Care, in an amount not to exceed \$131,000.00, and the city manager is authorized to execute a purchase order for same.

SECTION II. That the proposal for the mowing and trimming services at the Stone Drive and I-26 Interchange, being location No. 25 in the request for proposals, is awarded to Clines Lawncare, LLC in an amount not to exceed \$40,000.00 and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Various Fleet Maintenance Items

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-20-2023

Work Session: February 6, 2023

First Reading: N/A

Final Adoption: February 7, 2023

Staff Work By: Committee

Presentation By: C. McCartt, R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on January 11, 2023 for the purchase of various fleet maintenance inventory items stocked at the Fleet Maintenance Department warehouse located @ 625 W. Industry Drive. The bid was issued to secure pricing for a twelve month time frame and included a total of 195 items to be purchased on an as needed basis.

The bid invitation was publicly advertised on December 7, 2022 in the Kingsport Times News and downloadable bid documents were posted on the Purchasing Department's website for a time period of 35 calendar days. Bids were received from 9 vendors and low bids from one of those vendors were in excess of \$50,000.00 for various items. As a result of that bidder's offering pricing on various items in excess of \$50,000.00 BMA approval is required for that bid only. Eight bidders are to be awarded purchase orders as a result of their replies to this bid.

The bid from Southern Tire Mart offered low pricing for various items totaling \$52,021.56.

The City is not required to purchase any of the items from this bid unless and until those items are needed as defined by the requirements of the bid. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation to Bid.

Funding available in various accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes available for review @ <https://www.kingsporttn.gov/city-services/purchasing/>
3. Bid Award Summary

Item XI2.

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

ATTACHMENT A

Various Fleet Maintenance Items Bid Award Summary

Bid Opening Date – January 11, 2023

Vendor	Purchase Order #	Amount
Vehicle Maintenance Program	Z01246	\$998.52
TruckPro	Z01247	\$12,035.63
Ken Smith Auto Parts	Z01248	\$1,289.12
Summers Hardware & Supply Co.	Z01249	\$1,263.34
Little Acorn Company	Z01250	\$29,299.64
Clarke Power Services	Z01251	\$14,987.04
Free Service Tire	Z01252	\$26,503.76
Southern Tire Mart LLC	Z01253	\$52,021.56

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
VARIOUS FLEET MAINTENANCE ITEMS TO SOUTHERN TIRE
MART AND AUTHORIZING THE CITY MANAGER TO EXECUTE
PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened January 11, 2023, for the purchase of various fleet maintenance inventory items to be stocked at the Fleet Maintenance Department warehouse located at 625 West Industry Drive; and

WHEREAS, upon review of bids, the board finds that Southern Tire Mart is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or services desired, and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase various fleet maintenance inventory items as set out in the Fleet Maintenance bid opening minutes, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> from Southern Tire Mart at an amount up to \$52,021.56; and

WHEREAS, the various items will be purchased on an as needed basis; and

WHEREAS, funding for these bids is identified in various accounts.

Now therefore,

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

SECTION I. That the bid for purchase of fleet maintenance inventory items as set out in the "Various Fleet Maintenance Items Supplemental Information" attached hereto as Exhibit A and further detailed in the "Various Fleet items – Bid Opening Date January 11, 2023, available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the fleet department is awarded to Southern Tire Mart at an amount up to \$52,021.56, and the city manager is authorized and directed to execute a purchase order for the same.

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

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

ADOPTED this the 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Accept FL Smidth Service Contract for Repair of Wastewater Plant Centrifuges

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-24-2023

Work Session: February 6, 2023

First Reading: February 7, 2023

Final Adoption: February 7, 2023

Staff Work By: Tom Hensley

Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

The wastewater treatment plant relies on three centrifuges to dewater sludge for landfill disposal. These centrifuges are critical to the operation of the wastewater treatment plant and each unit is essential to ensure there are redundancies in the infrastructure so that operations can continue in the event any single unit must be taken offline. Should all three centrifuges become inoperable the wastewater treatment plant would be unable to process solids which in turn could cause an overflow of solids from the wastewater system. An overflow would result in a violation of the city's NPDES as well as affect the immediate health, safety and general welfare of the city.

Request for Proposals (RFP) were received for centrifuge repair services. After reviewing four submittals the staff selected FL Smidth to performed centrifuge maintenance services. FLSmidth was selected due to experience, cost, and local presence.

Funding is available in wastewater treatment plant operating budget line 412-5003-501-3030.

Attachments:

1. Resolution
2. Bid Tab
3. Recommendation Memo

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

MINUTES
BID OPENING
January 6, 2023
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Olivia Nickens, Procurement Specialist

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

The Procurement Manager opened with the following bids:

Waste Water Treatment Plant Centrifuge Repair Services
Vendor:
FL Smidth
Franzenburg LLC
Sentrimax Centrifuges Inc.
Centritek

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



WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

Memo

To: Brent Morelock, Procurement Manager
From: Tom Hensley, Assistant Utility Director
Date: January 23, 2023
Re: WWTP Centrifuge Repair Services

After staff review my recommendation is to award the centrifuge repair services to FLSmidth.

FLSmidth has the second lowest proposal cost for service and shortest distance to service shop. The lowest cost was submitted by Centritek, located in Benicia, California.

Considering FLSmidth has local representatives located at the Meadowview Parkway Suite 202 in Kingsport the response time is minimal. When in need of centrifuge service or repair an evaluation is performed on site to determine if repair can be made or if transport to shop will be necessary.

FLSmidth has 40 years of experience, exceeding other submittals, and 21 years of experience with the City of Kingsport WWTP centrifuges.

Should you have any questions or comments please let me know.

Thanks

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE PROPOSAL FOR
CENTRIFUGE REPAIR SERVICE TO FL SMIDTH, INC. AND
AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, proposals were received from four potential vendors for waste water treatment plant centrifuge repair services;

WHEREAS, these centrifuges are critical to the operation of the wastewater treatment plant and each unit is essential to ensure there are redundancies in the infrastructure so that operations can continue in the event any single unit must be taken offline; and

WHEREAS, upon review of the proposals, the board finds FL Smidth, Inc., to be the responsible complaint respondent whose proposal is the most advantageous to the city taking into consideration price, and the evaluation factors such as experience, cost, local presence, and proximity of repair site, and is in the best interest and advantage to the city, and the City of Kingsport desires to acquire the services as provided for in the proposal for centrifuge repair services; and

WHEREAS, funding will be provided from existing budget lines and projects.

Now therefore,

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

SECTION I. That the proposal for centrifuge repair at the wastewater treatment plant, is awarded to FLSmidth and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement for the same and all documents necessary and proper, and to take such acts as necessary to effectuate the purpose of the agreement and this resolution.

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

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

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

ADOPTED this the 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Purchase Two (2) F-150 4x4 SuperCab from the Tennessee State Contract

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-30-2023

Work Session: February 6, 2023

First Reading: N/A

Final Adoption: February 7, 2023

Staff Work By: Committee

Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

It is the recommendation of the committee to purchase Two (2) 2023 F-150 4x4 SuperCab from Lonnie Cobb Ford on the Tennessee State Contract # 75347 for use by the Parks Maintenance Department. The Tennessee State Contract for vehicles are available for local government agencies to use. The delivery from the dealership to the agency is included in the price. The estimated delivery date is 60 days.

<u>\$42,883.00</u>	Unit Price
\$85,766.00	Total Purchase Price

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

These units are new vehicle purchases.

Funding is identified in Project/Account # 11045704779004 & 11040334639004

Attachments:

1. Resolution
2. Recommendation Memo w /photo
3. Tennessee State Contract
4. Quote

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



FLEET MAINTENANCE DEPARTMENT
City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: January 27, 2023
Re: Purchase Recommendation of two (2) Ford F-150 4WD Trucks

It is the recommendation of this office to allow the purchase of two (2) Ford F-150 4WD units for the Leisure Services Department utilizing the TN State Contract pricing of \$42,883.00 each. These units meet the expectations of the department and will fulfill the requirements of their operational needs.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	2023 Ford F-150 Super Cab 4WD	Lonnie Cobb Ford	N/A

These unit will be an addition to the Fleet

The State offerings were reviewed by, Zach Drozdowski and Michael Borders, and is in agreement with this recommendation.

Fuel Economy Improvement

N/A

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

Thank you.





**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Lonnie Cobb Ford LLC
1618 Highway 45 N
Henderson, TN 38340

Vendor ID: 0000146108

Contract Number: 0000000000000000000075347

Title: SWC209 Vehicles

Start Date : July 01, 2022 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or

liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 6155-741-5947
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-001
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, Ford 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-002
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away) 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-003
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs)2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-004
Manufacturer Item #:
Unit Price: \$ 0

Line 5

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab 2023, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-005
Manufacturer Item #:
Unit Price: \$ 0

Line 6

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) 2023 Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-006

Manufacturer Item #:

Unit Price: \$ 0

Line 7

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-008

Manufacturer Item #:

Unit Price: \$ 0

APPROVED:

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov,
c=US
Date: 2022.06.24 08:07:47 -05'00'

CHIEF PROCUREMENT OFFICER

BY:

Mike Neely

Digitally signed by Mike
Neely
Date: 2022.06.24 06:58:04
-05'00'

PURCHASING AGENT

DATE



Prepared by: STEVEN BLACKSTOCK

01/16/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 320

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$42,495.00
Options	\$2,430.00
Colors	\$0.00
Upfitting	\$3,485.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,795.00
Subtotal	\$50,205.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$7,322.00
Total		\$42,883.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, and other factors. Adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item X14.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO LONNIE COBB FORD UTILIZING TENNESSEE STATE CONTRACT NO. 75347 FOR TWO FORD F-150 FOUR WHEEL DRIVE SUPERCAB PICKUP TRUCKS FOR USE BY PARKS MAINTENANCE DEPARTMENT

WHEREAS, staff recommends the purchase of two 2023 Ford F-150 four wheel drive SuperCab pickup trucks from Lonnie Cobb Ford on Tennessee State Contract No.: 75347 for use by the Parks Maintenance Department; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1201, city is authorized to purchase goods and services on the same terms and conditions of the Tennessee state contracts; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Lonnie Cobb Ford, in the amount of \$85,766.00; and

WHEREAS, funding for this equipment is available in account nos.: 11045704779004 and 11040334639004.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Lonnie Cobb Ford for two 2023 Ford F-150 four wheel drive SuperCab pickup trucks on the Tennessee State Contract No.: 75347 for use by the Parks Maintenance Department in the amount of \$85,766.00.

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

ADOPTED this the 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Approve a Memorandum of Understanding with the Bays Mountain Park Caretaker

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

Action Form No.: AF- 26-2023
Work Session: February 6, 2023
First Reading: N/A

Final Adoption: February 7, 2023
Staff Work By: Megan Krager
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution

Executive Summary:

Bays Mountain Park (BMP) is required by TCA 70-4-404(c)(1)(C) to have a resident caretaker on site as a condition for its Class I wildlife permit. This resident must provide security, care, and supervision for the park's exhibit animals.

BMP has a single-family residence on site for this purpose at its 853 Bays Mountain Park Road, Kingsport Tennessee 37660 address. A caretaker has been hired by the City who is required to reside at this residence as a condition of employment.

This memorandum of understanding defines the agreement between the City and the caretaker for residing in the residence.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING FOR THE USE OF THE
SINGLE-FAMILY RESIDENCE ON BAYS MOUNTAIN PARK FOR
THE BAYS MOUNTAIN PARK CARETAKER

WHEREAS, Tennessee Code Annotated § 70-4-404(c)(1)(C) requires a resident caretaker on site for any holder of a Class I wildlife permit; and

WHEREAS, Bays Mountain Park exhibits Class 1 wildlife; and

WHEREAS, Bays Mountain Park contains a single-family residence with an address of 853 Bays Mountain Park Road, Kingsport, TN 37660 which is suitable for the purpose of providing housing for a resident caretaker; and

WHEREAS, it is necessary to approve a memorandum of understanding which establishes the rights and obligations of the city and the caretaker with regards to the use and maintenance of the single-family residence; and

Now therefore,

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

SECTION I. That a Memorandum of Understanding establishing the rights and obligations of the city and the caretaker with regards to the use and maintenance of the single family residence is approved.

SECTION II. That the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with the Bays Mountain Caretaker for the single-family residence space located at 853 Bays Mountain Park Road, Kingsport, TN 37660 to deliver the Memorandum of Understanding and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**The Bays Mountain Caretaker
Memorandum of Understanding**

THIS MEMORANDUM OF UNDERSTANDING made and entered into as of this (date) _____, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and **Kingsport Caretaker** (name of caretaker) _____, (herein called "Tenant").

WITNESSETH:

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

Now therefore, in consideration of the premises and the mutual covenants of this MEMORANDUM OF UNDERSTANDING herein contained and other good and valuable consideration, the parties do hereby agree to the terms which follow.

1. Purpose. Due to the nature of Landlord's operations at its Bays Mountain Park, an on-site caretaker is necessary to provide for the safety and wellbeing of certain wildlife contained within exhibits as well as to perform other tasks necessary to preserve and protect park resources. This individual will also serve to assist park staff with park operations especially during extended hours and to enforce park rules and assist in search and rescue operations to ensure the safety of park visitors. In order to fulfill these needs and for Landlord's benefit housing is being made available to Tenant at no cost as more fully specified herein.
2. Premises. Tenant shall reside in the house provided by the landlord located at 853 Bays Mountain Park Road, Kingsport Tennessee 37660 (herein called "premises"). The house shall be the only part of the property intended for Tenant's use.
3. Term. The terms of the MEMORANDUM OF UNDERSTANDING shall be for one year and shall commence to run on the date above written. The Parties shall have the option to renew this MEMORANDUM OF UNDERSTANDING annually. Each such renewal term shall be upon the same terms, covenants, and conditions hereof. This MEMORANDUM OF UNDERSTANDING shall be extended without any further instrument provided the MEMORANDUM OF UNDERSTANDING is not terminated for other reasons as stated herein. This MEMORANDUM OF UNDERSTANDING may be terminated for any reason by either party upon 30 days written notice of the other party.
4. Not a Contract of Employment. While the Premises is being afforded to Tenant in exchange for the performance of duties enumerated herein, this arrangement is acknowledged and agreed to be for the benefit of Landlord. Nothing herein shall be construed as creating a contract for employment or any other rights not otherwise afforded to employees of the City of Kingsport as set forth in the Charter, Code of Ordinances, and personnel policies duly adopted by the Board of Mayor and Aldermen of the City of Kingsport.
5. Use and Tenant's Responsibility for Tenant's Property. Tenant shall use the Premises as a single-family residence only. Tenant shall not use or permit the Premises to be used in any unlawful conduct or for any other purpose without the prior written consent of the Landlord. Landlord shall have no responsibility for Tenant's property, or any damage caused to Tenant's property. Tenant agrees to be responsible for any loss of Tenant's property.
6. Rent. Tenant shall pay no rent in exchange for performing the following duties:
 - A. Animal Habitats: Check fences for fallen trees at least twice a week. Pay special attention to the fencing enclosing the Wolves. Monitor weather forecasts: if thunderstorms, high winds, or snow is forecast, increase the frequency of observation, especially at the Wolf Habitat;
 - B. After hours patrons: Assist Park Rangers when required in sweeping the park for individuals who are still present after closing. Lock/open gate for special events from foot races to mountain bike night rides;
 - C. Appearance of property: Mow yard at least once a week;
 - D. Assist park staff in the location and recovery of individuals who may be lost or in distress outside of park hours.
7. Utilities. Water and electricity will be provided by the Landlord in connection with the housing. Tenant shall pay for any charges for telephone, satellite television, or other utilities that maybe used, rendered, or supplied upon or in connection with the housing.
8. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that shall in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that shall in any way obstruct or interfere with the rights of other Tenants or occupants of the Premises or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Tenant shall not cause, maintain, or permit any nuisance in, on or about the Premises, and Tenant shall not commit, or allow to be committed, any waste in or upon the Premises.
9. Compliance with Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises, that shall in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at his sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or

that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgement of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

10. Repairs and Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the reality and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at his sole cost and expense, repair any damage to the Premises caused by such removal.

Failure, on the part of the Tenant, to maintain the Premises in a condition satisfactory to the Landlord or maintaining the Premises in a manner which constitutes a nuisance, shall cause this MEMORANDUM OF UNDERSTANDING to terminate if, after notice by Landlord to Tenant of deficiencies in maintenance of the Premises, Tenant does not correct said enumerated deficiencies within ten (10) working days after receipt of notice thereof. However, Tenant shall not be responsible for outside painting, roof repair and major repairs to the heating and/or cooling systems installed at 853 Bays Mountain Park Road, Kingsport, Tennessee 37660. The Tenant shall be responsible for payment of all utilities except water and electricity, which shall be paid by the Landlord.

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

12. Assignment and Subletting. Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this MEMORANDUM OF UNDERSTANDING or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent, subletting, occupation or use by another person. Consent to any assignment or subletting shall in no way relieve Tenant or any liability under this MEMORANDUM OF UNDERSTANDING. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord constitute a default under the terms of this MEMORANDUM OF UNDERSTANDING.

13. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this MEMORANDUM OF UNDERSTANDING, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all cost, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in

case of casualty or accidents on the Premises. Tenant has no workers compensation benefits for any injury or harm suffered as a result of any incident or accident that may occur as a result of Tenant's personal use of the Premises. This paragraph shall survive the expiration or termination of this MEMORANDUM OF UNDERSTANDING.

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

15. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof or upon termination of the MEMORANDUM OF UNDERSTANDING by the Landlord as provided herein without the express written consent of Landlord, then Tenant's occupancy shall be deemed that of a Tenant at will and in no event a Tenant from month to month.

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

17. General. The following shall apply to this Memorandum of Understanding:

(a) The invalidity or unenforceability of any clause or provision of this Memorandum of Understanding shall not affect or render invalid or unenforceable any other clause or provision hereof;

(b) Any action or proceeding arising out of the subject matter of this Memorandum of Understanding shall be brought by Tenant within one year after the cause of action has occurred and only in a state court in Kingsport, Tennessee;

(c) This Memorandum of Understanding is made and delivered in the state of Tennessee, and shall be interpreted, construed, and enforced in accordance with the laws thereof;

(d) This Memorandum of Understanding is the result of negotiations between parties of equal bargaining strength, and shall constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This Memorandum of Understanding may not be extended or amended except by written agreement signed by both parties, or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon;

(e) Notwithstanding any other statements herein, Landlord makes no warranty, express or implied, concerning the suitability of the Premises for Tenant's intended use;

(f) Tenant agrees that if Landlord does not deliver possession of the Premises as herein provided for any reason, Landlord shall not be liable for any damages to Tenant for such failure, but Landlord agrees to use reasonable efforts to deliver possession to Tenant at the earliest practical date;

(g) Landlord shall not be liable for any special, incidental, indirect or consequential damages, arising out of or in any manner connected with performance or nonperformance under this Memorandum of Understanding, even if any party has knowledge of the possibility of such damages;

(h) The headings and captioned in this Memorandum of Understanding are for convenience only and shall not be considered part of the terms hereof;

(i) Tenant shall conform to all rules and regulations now or hereafter made by Landlord for parking, for the care, use or alteration of the building, its facilities and approaches, and for the administration of this Memorandum of Understanding, and shall not permit any visitor or invitee to violate this or any other covenant or obligation of Tenant;

(j) Landlord and Tenant hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the subject matter of this Memorandum of Understanding.

18. Changes. This MEMORANDUM OF UNDERSTANDING shall constitute the entire MEMORANDUM OF UNDERSTANDING between the Parties hereto. This MEMORANDUM OF UNDERSTANDING shall not be altered, or in any way modified unless by written consent of the Parties.

[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 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Reject all Proposals for Mowing Various Park Locations

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-29-2023

Work Session: February 6, 2023

First Reading: N/A

Final Adoption: February 7, 2023

Staff Work By: Z. Drozdowski/M. Borders

Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution

Executive Summary:

Leisure Services Maintenance Division wants to reject all proposals for mowing various park locations for the 2023 season. Proposals for the mowing of both right-of-way and various park locations were opened on January 12, 2023. Three proposals were received with only one proposal on the park locations. The proposal price for the park locations was \$162,180.00 which is an increase of \$102,204.00 from the prior year. Leisure Services is studying the feasibility of the addition of two staff positions which is estimated to actually result in a cost savings over contracted mowing.

Attachments:

1. Resolution
2. Bid Minutes
3. Memo

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

RESOLUTION NO. _____

A RESOLUTION REJECTING THE PROPOSAL FOR
MOWING AT VARIOUS PARK LOCATIONS SUBMITTED
DURING THE REQUEST FOR PROPOSALS FOR MOWING
VARIOUS LOCATIONS

WHEREAS, proposals were opened on January 12, 2023, for mowing of 22 park locations; and

WHEREAS, only one proposal was received for the park locations in the amount of \$162,180.00; and

WHEREAS, due to the price submitted in the proposal it is recommended that the proposal be rejected.

Now therefore,

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

SECTION I. That the proposal for the mowing of 22 park locations opened January 12, 2023, is rejected.

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

ADOPTED this the 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
January 12, 2023
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Olivia Nickens, Procurement Specialist;
Zach Drozdowski, Leisure Services Maintenance

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

The Procurement Manager opened with the following bids:

RFP for Mowing of Various Locations
Vendor:
Cline Lawn Care LLC
Thomas Quality Lawn Care
Grubb & Company Lawn Care LLC

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



MEMO

To: Chris McCartt, City Manager
CC: John Morris, Budget Director
From: Michael T. Borders, Assistant City Manager
Date: February 2nd, 2023
Regarding: Ford F-150s/Mowing Contract Analysis

Purchase of 2 F-150 Trucks for the Leisure Services Maintenance

The purchase of one F-150 trucks for Leisure Services Maintenance is for performing mowing for various leisure services facilities that were previously contracted. The other F-150 truck is to purchase an additional vehicle for LSM so that employees are not reliant on sharing vehicles. Currently, some employees are doubled up in vehicles and perform tasks that would otherwise be a one-person job. An additional vehicle will increase the labor utilization of LSM.

Currently, through the State contract there are 3 F-150 or similar trucks available in the entire state. This includes various models of Fords, Chevys, and Dodges including mid-sized trucks.

At the February 21st BMA meeting the board will be considering on first reading an ordinance to authorize two additional positions to perform the mowing at these facilities.

We are requesting the approval of the vehicle purchases before the ordinance to ensure that vehicles are available, received, and outfitted prior to the mowing season.

The following is an analysis of the Mowing Contract:

Background

Historically, the City has bid out some of the mowing that is the responsibility of the Grounds and Leisure Services Maintenance (LSM) crews. Due to contractor performance issues we terminated the agreement with Phillips Landscaping in August 2022. The remainder of that contract was awarded to Thomas Quality Landscaping for the remainder of the 2022 mowing season. The price per mow to more than double from an annual contract, 36-week, price of **\$110,412 vs. \$253,440** between Ground and LSM.

With the quality issues the Purchasing Department issued a mowing RFP in December with proposals being opened in January. There was a total of three proposals received with only one bidder giving a price for all the requested mowing sites. Thomas Quality Landscaping was the only bidder and increased their contract price to **\$292,230 annually (\$162,180 for LSM)**. The only additional mowing area from the 2023 contract was the Scott Adams Memorial Skatepark at \$300/mow.

Recommendation

LSM is recommending that we hire 2 full-time personnel, purchase 1 truck with trailer, and 2 mowers.

Cost Analysis – Yearly LSM

2 Employees base Salary: \$63,954

FICA: \$4,892

TCRS: \$5,755

Health Ins. (all family) = \$31,986

Other @ 2% = \$1,279

Personnel Costs: \$107,866

Depreciation: ~\$12,000 (5-year straight line schedule)



R&M: \$3,600
Ins: \$450
Materials: \$2,000
Other: \$4,000
Total Other: \$22,050

Total Est. Cost Annually: \$129,916

Note: Salary, health insurance, depreciation, R&R are estimates.

Cost Analysis – Upfront Est.

1 Trucks & Trailers = \$48,000
2 Mowers = \$32,000
Total Upfront Cost: \$80,000

Benefits

1. **Labor Hours:** After accounting for holidays, vacation, and estimated sick time we estimate we will receive an additional 10 weeks of non-mowing labor hours per employee. This will allow us to:
 - a. LSM – Dedicate an additional 20 weeks of labor hours to dedicate towards parks projects, greenbelt cleanups, vegetation removal, and Christmas projects.
2. **Mowing Quality:** Performing these services in house will allow greater control of the quality.
3. **Timing:** We have had issues with the timing of mowing in both the time of day when parks are in use as well as frequency of mowing.

Effect on Budget

LSM is currently budgeted \$156k for contracts. We are on track for the current year to spend \$178k for a *deficit* of **\$22k**. For the FY24 budget the budget will need to increase approximately **\$86k** for mowing contracts or approximately **\$54k*** for the operations budget of hiring 2 full-time personnel.

**Based on annualized cost, would be less dependent upon when employees/equipment was purchased.*

LSM is currently budgeted \$100,000 in equipment purchases that would cover the majority of the costs associated with purchasing the mowing equipment. The remainder of the equipment is purchased through an equipment fund in the Leisure Services Administration Department.



AGENDA ACTION FORM

Consideration of a Resolution Opposing Partisan Municipal Elections

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-40-2023

Work Session: February 6, 2023

First Reading: N/A

Final Adoption: February 7, 2023

Staff Work By: C. McCartt and B. Rowlett

Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The accompanying resolution expresses the board's opposition to partisan municipal elections as contemplated by HB262/SB405 and HB561/SB1512. As currently proposed, HB262 and its companion bill in the Senate, dictates that all elections for state or local public office will be partisan. Alternatively, HB561, and its companion bill in the Senate, as currently proposed, dictates that municipal elections be partisan upon the request of at least one county primary board.

Since its creation in 1917, City of Kingsport has elected its Board of Mayor and Aldermen through non-partisan elections. These non-partisan elections have afforded the harmony, growth, and prosperity the city has experienced over the last 100 plus years. It is deemed that no further qualification is required to produce dedicated and outstanding leadership for the city other than an individual be a qualified voter of the city who has resided within the city for at least one year as established by Article III, Section 3 of the Charter of the City of Kingsport. Further, the election for Board of Mayor and Aldermen must not be dictated the county primary board. It is deemed best for the continued harmony, growth, and prosperity of the city that its elections remain non-partisan.

Attachments:

1. Resolution
2. HB262
3. HB561

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

RESOLUTION NO. _____

A RESOLUTION OPPOSING PARTISAN MUNICIPAL
ELECTIONS

WHEREAS, since its creation by Article 23, Chapter 76 of the Private Acts of 1917 the citizens of the City of Kingsport have elected a Board of Mayor and Aldermen ("Board") through nonpartisan elections; and

WHEREAS, the Board finds that the nonpartisan elections have been the source of the city's harmony, growth, and prosperity since the city's inception, all of which being a benefit to the comfort, joy and well-being of its citizens; and

WHEREAS, the Board finds that for the continued harmony, growth, and prosperity of the city's citizens the only prerequisite for public office should be that which is currently set forth in Article III, Section 3 of the Charter of the City of Kingsport ("Charter") which is having been "*a qualified voter of the city and who has resided within the city for at least one (1) year next preceding the election...*"; and

WHEREAS, the qualifications as set forth in the Charter have produced many notable and highly qualified leaders of the city and the Board finds that partisanship will stifle the teamwork and collaboration of the Board which has contributed to the city's continued harmony, growth, and prosperity; and

WHEREAS, how the election for the Board is conducted must not be determined by a county primary board; and

WHEREAS, the Board furthermore finds that any prerequisite to election to the Board beyond that which is currently set forth in the Charter would bring about dissention or acrimony amongst the Board resulting in an impediment to the continued harmony, growth and prosperity to the city and its citizens.

Now therefore,

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

SECTION I. That the Board adamantly opposes partisan elections for the city office, particularly as contemplated by proposed legislation pending before the general assembly and being more particularly described as House Bill 262/Senate Bill 405 and House Bill 561/Senate Bill 1512.

SECTION II. That the Board finds its opposition to partisan municipal elections is for the benefit of the continued harmony, growth and prosperity of the city and its citizens.

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

ADOPTED this the 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

HOUSE BILL 262

By Richey

AN ACT to amend Tennessee Code Annotated, Title 2;
Title 3; Title 4; Title 5; Title 6; Title 7; Title 8; Title
16; Title 17 and Title 49, relative to partisan
elections.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 2-13-208, is amended by deleting the section and substituting instead:

Except as otherwise provided by the Tennessee Constitution and § 17-1-103, an election for state or local public office for which a candidate is duly elected by the citizenry is partisan. Political parties may nominate candidates for state or local public office by using the primary election provisions of this title or as otherwise authorized by the rules of the party.

SECTION 2. Tennessee Code Annotated, Section 6-31-104, is amended by deleting the section.

SECTION 3. Tennessee Code Annotated, Section 17-1-103, is amended by deleting the section and substituting:

(a)

(1) The judges of the supreme court, the court of appeals, and the court of criminal appeals must be elected by the qualified voters of this state in a statewide retention election conducted in accordance with chapter 4, part 1 of this title, and any appointments to fill a vacancy or a full eight-year term must be made in accordance with chapter 4, part 1 of this title.

(2) A judge of the supreme court, court of appeals, or court of criminal appeals standing for election in a retention election shall declare bona fide membership in a political party or independent status at least thirty (30) days prior to the date of the retention election.

(b) The chancellors, circuit court judges, criminal court judges, and judges of a state trial court of record must be elected by the qualified voters of their respective judicial districts in a partisan election, in accordance with title 2, and an appointment due to a vacancy in office must be made in accordance with chapter 4, part 3 of this title.

SECTION 4. Tennessee Code Annotated, Section 2-13-203, is amended by deleting subsection (f).

SECTION 5. Tennessee Code Annotated, Section 2-5-206(e)(2), is amended by deleting the language "nonpartisan".

SECTION 6. Tennessee Code Annotated, Section 16-15-202(b), is amended by deleting the language "nonpartisan basis" and substituting "partisan basis".

SECTION 7. Tennessee Code Annotated, Section 49-2-201, is amended by deleting the last two sentences of subdivision (a)(1) and substituting:

Elections for school board members must be conducted on a partisan basis. A person seeking a position on a school board shall campaign as the nominee or representative of the political party, and political parties may nominate candidates for membership on the board by any method authorized under the rules of the party or by primary election under title 2.

SECTION 8. This act takes effect January 1, 2024, the public welfare requiring it, and applies to all elections conducted on and after that date.

HOUSE BILL 561

By Todd

AN ACT to amend Tennessee Code Annotated, Title 2,
relative to municipal elections.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 2-13-208, is amended by deleting the section and substituting instead:

Notwithstanding a charter provision or § 6-31-104 to the contrary, municipal elections may be conducted on a partisan or nonpartisan basis. If at least one (1) county primary board of a political party elects to conduct municipal elections on a partisan basis in a municipality, then a person seeking to be elected to a municipal office in that municipality may campaign as the nominee or representative of a political party, and political parties may nominate candidates for municipal office by any method authorized under the rules of the party or by primary election under this title.

SECTION 2. This act takes effect July 1, 2023, the public welfare requiring it.



AGENDA ACTION FORM

Consideration of a Resolution to temporarily give management and staff more flexibility to work with utility customers who accumulated delinquent balances during COVID-19 and during our billing delays related to meter replacement.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-25-2023

Work Session: February 6, 2023

First Reading: February 7, 2023

Final Adoption: February 7, 2023

Staff Work By: Lisa Winkle

Presentation By: Lisa Winkle

Recommendation:

Approve the Resolution.

Executive Summary:

Many utility customers have been allowed to accumulate delinquent utility balances. First this was due to COVID-19 and the desire not to make a difficult time even worse. Then we continued to allow the delinquent balances to accumulate due to the time involved with manually reading meters and getting the bills prepared timely.

We are now beginning to work delinquent accounts and cut off customers who do not call or come in to make payment arrangements. City policy only allows payment arrangements to extend 6 months. During this extraordinary time we would like to extend payment arrangements for 12 months. City policy demands that the customer's water be cut off if they miss a single payment after the arrangement has been signed and not turn it back on until full payment has been made. Staff requests flexibility to delay cut offs or extend payment arrangements to work with our customers. We request this additional flexibility through December 31, 2023.

Right now there is federal covid money available to help delinquent customers by directly paying all or at least part of their utility balance. The biggest program is the Low Income Household Water Assistance Program (LIHWAP) administered by Upper East Tennessee Human Development Agency (UETHDA). The BMA approved a resolution to participate in the program on June 6, 2022. However our policies have made it difficult for customers. Policy requires city staff to give documentation directly to the customer and the customer to take it to UETHDA. In many instances customers are having to drive back and forth between city hall and UETHDA to ask for additional information taking extra time and causing delays. We would like to have the ability to get the customers' permission to email the requested documentation directly to our UETHDA contacts. This would lessen the burden on our customers especially ones without ready transportation. It would prevent customers from being cut off and enable us to cut customers back on quicker.

Attachments:

Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A TEMPORARY AMENDMENT TO THE PAYMENT ARRANGEMENTS PROVISIONS OF THE FINANCE DEPARTMENT POLICIES AND PROCEDURES FOR UTILITY BILLING AND CUSTOMER SERVICES AND TO AUTHORIZE THE FINANCE DEPARTMENT TO RELEASE UTILITY INFORMATION WHEN AUTHORIZED TO DO SO BY A CUSTOMER

WHEREAS, On February 7, 2006, the board approved the Finance Department Policies and Procedures for Utility Billing and Customer Services; and

WHEREAS, this policy allows for payment arrangements in the event a customer is unable to pay his or her water bill though the period for the payment arrangement is limited to six months; and

WHEREAS, the board finds it appropriate and in the best interest of the city and its citizens to temporarily amend the policy to allow payment arrangements for a period of up to twelve months in order to provide relief for those with delinquencies; and

WHEREAS, this amendment shall apply to those requesting a payment arrangement before January 1, 2024, at which time the policy shall revert to a maximum 6-month payment arrangement; and

WHEREAS, the board finds it appropriate and in the best interest of the city and its citizens for payment due dates and water cut offs to be delayed for any customer who has requested a payment arrangement before January 1, 2024 which is then subsequently approved; and

WHEREAS, to further assist customers with delinquencies the board passed Resolution No. 2022-263 which approved a vendor agreement for participation in the Low Income Household Water Assistance Program (LIHWAP) administered by Upper East Tennessee Human Development Agency, Inc.; and

WHEREAS, pursuant to the agreement city is responsible for providing relevant billing and usage information to customers which would be used to determine eligibility for participation in the program; and

WHEREAS, while utility information is made confidential by state law, Tennessee Code Annotated § 10-7-504(a)(20)(E) does allow for the release of this information when authorized by the consumer; and

WHEREAS, the board finds it to be a benefit to both the city and its citizens to release directly to Upper East Tennessee Human Development Agency utility information necessary to verify a customer's eligibility for participation in LIHWAP upon the receipt of authorization for the release from the customer.

Now therefore,

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

SECTION I. That the Finance Department Policies and Procedures for Utility Billing and Customer Services is temporarily amended to authorize up to a twelve-month payment arrangement for delinquent customers who request a payment arrangement before January 1, 2024 after which the policy shall revert to a maximum 6 month payment arrangement.

SECITON II. That the Finance Department Policies and Procedures for Utility Billing and Customer Services is temporarily amended to authorize payment due dates and water cut offs to be delayed for any customer who has requested a payment arrangement before January 1, 2024 which is then subsequently approved. The policy shall return to the requirements in effect as of February 7, 2006 for all requests for payment arrangements received on or after January 1, 2024.

SECTION III. That the finance department is authorized to release necessary utility information directly to Upper East Tennessee Development Agency upon receipt of authorization to release necessary utility information from the customer when same is needed to verify eligibility in LIHWAP.

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 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Sign an Agreement with the Tribe Baseball Club of Kingsport for the use of Athletics Facilities

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-28-2023

Work Session: February 6, 2023

First Reading: N/A

Final Adoption: February 7, 2023

Staff Work By: Z. Drozdowski/M. Borders

Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution

Executive Summary:

Approving the resolution will allow the Tribe Baseball Club of Kingsport (TBCK) to use various City athletics facilities without rental costs for the purpose of providing a competitive youth baseball program for the citizens of Kingsport. The proposed agreement creates a framework pursuant to which parties engage in good faith efforts to advance the Tribe Sports initiative, collaborate on promotion and marketing and staff assistance.

The TBCK is a nonprofit corporation formed in 2015 with the mission of providing sound baseball fundamentals to future Kingsport area baseball players in the hope that through the teachings of baseball they will grow to be great student-athletes of our community.

The organization is required to maintain a standard of 85% city resident, KCS, or property owner. The organization typically has 80 participants.

Attachments:

1. Resolution

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

AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
TRIBE BASEBALL CLUB OF KINGSPORT

THIS AGREEMENT effective as of this _____ day of _____, 2023 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the TRIBE BASEBALL CLUB OF KINGSPORT, (TBCK), hereinafter called "TBCK".

WITNESSETH

WHEREAS, CITY does not provide a competitive youth baseball program for the citizens of KINGSPORT; and

WHEREAS, TBCK is a non-profit organization organized to provide a competitive youth baseball program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Football; and

WHEREAS, CITY and TBCK wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of various athletics facilities for the benefit of the citizens of Kingsport; and

WHEREAS, TBCK and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TBCK and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the agreement, with or without cause, giving sixty (60) days written notice to the other party.

II. Option to Renew

This Agreement will automatically be renewed for an additional twelve-month (12) term unless otherwise terminated.

III. Use of Facilities

1. TBCK will be the primary competitive youth baseball provider for CITY during the period of February 28, 2023 to February 28, 2024. TBCK shall have the right to use various CITY's Athletics Facilities as assigned by CITY, during TBCK regular seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees.

Special Note: The TBCK agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall prevent the CITY from the utilizing CITY owned or operates facilities. The CITY shall always have precedence for the use of any facility for any CITY program or event for any facility. The CITY shall determine and assign scheduling through various departments. The CITY shall reserve the right at any time to cancel any TBCK scheduled event, game, play-off, skills, tournaments, etc. without cause.

2. TBCK may be provided space for the storage of equipment and supplies the selection of which and availability of space shall be at the sole discretion of CITY.
3. TBCK may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.
4. TBCK understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. TBCK shall use appropriate judgment in ensuring the safety of the participants.
5. CITY shall at all times have the right to inspect its Facilities being used by TBCK and all TBCK sponsored activities related to the use of such Facilities.
6. If TBCK should desire to use CITY facilities for additional special events or programs, TBCK shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement, but shall require a separate written agreement between the parties.

IV. Obligations of City

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields:

- a. Perform general maintenance and repairs to the facilities.
 - b. Work with TBCK on maintenance items that could improve operations.
 - c. Provide TBCK with contact information for after-hour and everyday needs.
 - d. Determine all rental fees and rules for usage of facility.
 - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
 - f. Provide instructions and access for Field lights.
 - g. Establish policy for field lighting usage.
 - h. Provide for insurance on buildings.
 - i. Continue to pay the utilities for the 2023 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and TBCK.
2. Assist TBCK with distribution of information and refer interested parties to TBCK when necessary.
3. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TBCK for any monetary damages.
4. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of TBCK as it relates to the Tribe Sports initiative.

V. Obligations of TBCK

TBCK shall:

1. Provide the following information within 30 days of the effective date of this agreement:
 - a. Current by-laws for organization.

- b. Proposed budget for upcoming year.
 - c. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
 - d. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.
 - e. List of designated personnel who have facility keys & access.
 - f. Proposed Annual calendar including all events
- 2. Provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.
- 3. Comply with TCA § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
 - a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
 - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
 - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
- 4. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:
 - a. Fainting or Seizures;
 - b. Unexplained shortness of breath;
 - c. Chest Pains;
 - d. Dizziness;
 - e. Racing Heart; and
 - f. Extreme Fatigue

CITY of Kingsport has developed policies and procedures to insure compliance.

5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services. All fees must be approved by CITY on a yearly basis.
6. Provide reasonable opportunities and methods to include indigent participants.
7. Perform background checks on all coaches who are in a leadership role and are left alone with children. CITY will provide TBCK with the background service that it uses for Athletic programs, however the funds to pay for this service must be provided by the TBCK.
8. At no expense to CITY, perform the following necessary maintenance and repair:
 - a. Each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;
 - b. Adhere to City rules that pertain to field usage and provide input on overuse.
9. Furnish to the CITY a calendar of events within 30 days of the effective date of this agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the CITY within 30 days of the change.
10. Notify CITY's Risk Management Department ((423) 229-9464) within 24 hours of any accident or injury which occurs at facility.
11. Sign a usage agreement annually with CITY.
12. Report any facility maintenance problems to CITY within 10 days of TBCK's discovery of the problem.
- 13.. Comply with any pouring or exclusivity rights the City has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
14. Maintain a minimum of 85% city residents or Kingsport property owner and Kingsport City School (KCS) students as registered participants.

Verification of residency percentages shall be made annually to CITY in the form of addresses. CITY and TBCK will utilize annual data to determine future percentage goals. If this percentage is not met TBCK must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season TBCK will be assessed \$50 fee per child over 15% non-resident or KCS student.

15. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
16. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the facilities as necessary.
20. Conduct only TBCK sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by TBCK members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to TBCK equipment located at the facility.
22. Work in good faith with the CITY and KCS:
 - a. To address concerns of CITY and or Kingsport City Schools as to the oversight, operation and performance of the league;
 - b. To coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
 - c. Implement feedback from Dobyys-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyys-Bennett.
23. Work in good faith with the City of Kingsport to promote the Tribe Sports initiative and provide and relevant data, resources, and support.
24. Shall have the Dobyys-Bennett Baseball head coach or designee as a voting member of the TBCK board within 30 days of the execution of this

agreement. TBCK shall not change their bylaws to remove this position from their Board.

25. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other TBCK business.

26. Shall reimburse the CITY for any costs related to facility cleanliness if not done by TBCK in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

VI. Assignment and Exclusivity

This Agreement is a privilege for the benefit of TBCK only and may not be assigned in whole or part by TBCK to any other person or entity. Both parties understand that TBCK use of the facility is nonexclusive.

VII. Insurance and Indemnification

TBCK shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering TBCK program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for the all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. TBCK shall provide the CITY with certificate(s) of insurance upon execution of this agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them.

TBCK shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of TBCK or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of TBCK as set forth in this Agreement.

VIII. Miscellaneous Provisions

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of TBCK and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

**TRIBE BASEBALL CLUB OF
KINGSPORT**

CITY OF KINGSPORT, TENNESSEE

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

**Angela Marshall, Deputy City
Recorder**

Approved as to form:

Rodney B. Rowlett, III, City Attorney

RESOLUTION NO. _____

A RESOLUTION APPROVING A FACILITIES USE AGREEMENT
WITH KINGSPORT TRIBE BASEBALL CLUB AND AUTHORIZING
THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, Tribe Baseball Club of Kingsport (TBCK) will serve as a competitive regional travel baseball organization for the Tribe Sports initiative; and

WHEREAS, the TBCK and staff desire to enter into an agreement for a term of 12 months with which will automatically renew for an additional 12 months for the use of various city athletics facilities, based on availability, without rental costs for purposes of providing a competitive youth baseball program; and

WHEREAS, by making these facilities available the city is fostering youth sports initiatives which will benefit its citizens.

Now therefore,

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

SECTION I. That a Facilities Use Agreement with Tribe Baseball Club of Kingsport (TBCK) for the use of various athletic fields, 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 Facilities Use Agreement with Tribe Baseball Club of Kingsport for the use of various athletic fields, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND

TRIBE BASEBALL CLUB OF KINGSPORT

THIS AGREEMENT effective as of this _____ day of _____, 2023 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the TRIBE BASEBALL CLUB OF KINGSPORT, (TBCK), hereinafter called "TBCK".

WITNESSETH

WHEREAS, CITY does not provide a competitive youth baseball program for the citizens of KINGSPORT; and

WHEREAS, TBCK is a non-profit organization organized to provide a competitive youth baseball program for the citizens of Kingsport and to provide a feeder program for Dobyns-Bennett High School Baseball; and

WHEREAS, CITY and TBCK wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of various athletics facilities for the benefit of the citizens of Kingsport; and

WHEREAS, TBCK and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TBCK and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of twelve (12) months which shall commence upon the effective date state above. However, either party may terminate the agreement, with or without cause, giving sixty (60) days written notice to the other party.

II. Option to Renew

This Agreement will automatically be renewed for an additional twelve-month (12) term unless otherwise terminated.

III. Use of Facilities

1. TBCK will provide competitive youth baseball CITY during the period of February 28, 2023 to February 28, 2024. TBCK shall have the right to use various CITY's Athletics Facilities as assigned by CITY, during TBCK regular seasons, league playoffs and make-up games, skills and coaches camps, and any tournaments, without assignment of any associated facility rental fees or utility fees.

The TBCK agrees to work cooperatively with CITY on scheduling any events or programs. Nothing in this agreement shall impair the CITY's ability to utilize CITY owned or operated facilities. The CITY shall always have precedence for the use of any facility for any CITY program or event for any facility. The CITY shall determine and assign scheduling through various departments. The CITY shall reserve the right at any time to cancel any TBCK scheduled event, game, play-off, skills, tournaments, etc. without cause.

2. TBCK may be provided space for the storage of equipment and supplies the selection of which and availability of space shall be at the sole discretion of CITY.

3. TBCK may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

4. TBCK understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. TBCK shall use appropriate judgment in ensuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by TBCK and all TBCK sponsored activities related to the use of such Facilities.

6. If TBCK should desire to use CITY facilities for additional special events or programs, TBCK shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY athletics facilities. Any and all additions or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

IV. Obligations of City

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields:

a. Perform general maintenance and repairs to the facilities.

b. Work with TBCK on maintenance items that could improve operations.

c. Provide TBCK with contact information for after-hour and everyday needs.

d. Determine all rental fees and rules for usage of facility.

e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

f. Provide instructions and access for Field lights.

g. Establish policy for field lighting usage.

h. Provide for insurance on buildings.

i. Continue to pay the utilities for the 2023 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and TBCK.

2. Assist TBCK with distribution of information and refer interested parties to TBCK when necessary.

3. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds and personnel are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TBCK for any monetary damages.

4. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of TBCK as it relates to the Tribe Sports initiative.

V. Obligations of TBCK

TBCK shall:

1. Provide the following information within 30 days of the effective date of this agreement:

a. Current by-laws for organization.

- b. Proposed budget for upcoming year.
 - c. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
 - d. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.
 - e. List of designated personnel who have facility keys & access.
 - f. Proposed Annual calendar including all events
 2. Provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.
 3. Comply with TCA § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
 - a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
 - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
 - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
 4. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:
 - a. Fainting or Seizures;
 - b. Unexplained shortness of breath;
 - c. Chest Pains;
 - d. Dizziness;
 - e. Racing Heart; and
 - f. Extreme Fatigue
- CITY of Kingsport has developed policies and procedures to insure compliance.
5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services. All fees must be approved by CITY on a yearly basis.
 6. Provide reasonable opportunities and methods to include indigent participants.
 7. Perform background checks on all coaches who are in a leadership role and are left alone with children. CITY will provide TBCK with the background service that it uses for Athletic programs, however the funds to pay for this service must be provided by the TBCK.
 8. At no expense to CITY, perform the following necessary maintenance and repair:
 - a. Each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;
 - b. Adhere to City rules that pertain to field usage and provide input on overuse.
 9. Furnish to the CITY a calendar of events within 30 days of the effective date of this agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the CITY within 30 days of the change.
 10. Notify CITY's Risk Management Department ((423) 229-9464) within 24 hours of any accident or injury which occurs at facility.
 11. Sign a usage agreement annually with CITY.
 12. Report any facility maintenance problems to CITY within 10 days of TBCK's discovery of the problem.
 13. Comply with any pouring or exclusivity rights the City has in effect for concessions. Comply with all City, County, and State Health Codes as it relates to concessions.
 14. Maintain a minimum of 85% city residents or Kingsport property owner and Kingsport City School (KCS) students as registered participants. Verification of residency percentages shall be made annually to CITY in the form of addresses. CITY and TBCK will utilize annual data to determine future percentage goals. If this percentage is not met TBCK must furnish the CITY with a plan to achieve the target near season. If the goal is not met the following season TBCK will be assessed \$50 fee per child over 15% non-resident or KCS student.
 15. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.

16. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the CITY.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the facilities as necessary.
20. Conduct only TBCK sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by TBCK members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to TBCK equipment located at the facility.
22. Work in good faith with the CITY and KCS:
 - a. To address concerns of CITY and or Kingsport City Schools as to the oversight, operation and performance of the league;
 - b. To coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
 - c. Implement feedback from Dobyons-Bennett coaches on how to improve player performance and coaching to better athletes feeding into Dobyons-Bennett.
23. Work in good faith with the City of Kingsport to promote the Tribe Sports initiative and provide and relevant data, resources, and support.
24. Shall have the Dobyons-Bennett Baseball head coach or designee as a voting member of the TBCK board within 30 days of the execution of this agreement. TBCK shall not change their bylaws to remove this position from their Board.
25. Shall include the Assistant City Manager or designee as an advisory and non-voting member at all business meetings and other TBCK business.
26. Shall reimburse the CITY for any costs related to facility cleanliness if not done by TBCK in a satisfactory manner. Shall reimburse the CITY for any damage to CITY facilities.

VI. Assignment and Exclusivity

This Agreement is a privilege for the benefit of TBCK only and may not be assigned in whole or part by TBCK to any other person or entity. Both parties understand that TBCK use of the facility is nonexclusive.

VII. Insurance and Indemnification

TBCK shall at all times during the term of this Agreement maintain in effect Commercial General Liability insurance on a Special Risk Form covering TBCK program for bodily injury and property damage at the Facilities in an amount of not less than one-million dollars (\$1,000,000.00). The CITY and its Board of Mayor and Alderman, officers, volunteers, and employees as additional insureds for the all policies listed herein or otherwise applicable on a primary and noncontributory basis. Each policy shall provide, at least thirty (30) days' notice of cancellation or changes of any kind. TBCK shall provide the CITY with certificate(s) of insurance upon execution of this agreement and the entire policy including any endorsements and exclusions promptly after written notice requesting them.

TBCK shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of TBCK or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of TBCK as set forth in this Agreement.

VIII. Miscellaneous Provisions

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of TBCK and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[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 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Amend the Payment Terms for the Employee Physical Wellness contract with MedFit

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-32-2023

Work Session: February 6, 2023

First Reading: N/A

Final Adoption: February 7, 2023

Staff Work By: Tyra Copas

Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In July 2022, the BMA approved an annual contract in the amount of \$142,800 with MedFit to deliver Employee Physical Wellness to city employees, Resolution 185-2022. In parallel with the contract, the city implemented new internal processes, which had unintentional consequences for the vendor, making it difficult for the vendor to sustain the program under the payment terms of the current contract.

To maintain the program for the remaining of the fiscal year 2023, the vendor is requesting a change in the contract's payment terms, moving to a flat monthly fee of \$12,750.

The overall budgeted contract amount is \$142,800. Based on the current expenditures adjusting the payment terms to a flat monthly fee from February through June, would still place the expenditures under the budgeted amount for the year.

Account # 615-1601-413-20-61

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH MED FIT, LLC TO AMEND THE PAYMENT TERMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on July 19, 2022, the board approved Resolution No.: 185-2022 authorizing the mayor to sign an agreement with Med Fit, LLC; and

WHEREAS, the agreement was signed on July 25, 2022, and the compensation agreed upon was an amount not to exceed \$142,800.00 to be paid upon receipt of invoices from Med Fit, LLC; and

WHEREAS, the vendor is now requesting a change in the agreement to a flat monthly fee of \$12,750.00, and

WHEREAS, in consideration of this request, city deems a flat monthly fee to be appropriate to maintain the viability of the program without creating an appreciable financial impact to the city; and

WHEREAS, the program would stay within the budgeted amount for the year subsequent to this amendment; and

WHEREAS, funding for the agreement and subsequent amendment is in Account No.: 61516014132061.

Now therefore,

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

SECTION I. That the amendment to the agreement with Med Fit, LLC is approved.

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

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/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 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 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Consent to Subcontract Work on Behalf of American Traffic Solutions, Inc.

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

Action Form No.: AF-16-2023
Work Session: February 06, 2023
First Reading: February 07, 2023

Final Adoption: February 07, 2023
Staff Work By: D/C J. Bellamy
Presentation By: Chief D. Phipps

Recommendation:

Review and approve the resolution.

Executive Summary:

American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), and the City of Kingsport ("City") entered into an agreement on January 25, 2010 for red light photo enforcement (the "Agreement").

In performance of this contract, Verra Mobility is preparing to engage Qualfon Data Service Group to perform violation processing services under the Agreement.

Pursuant to the Agreement, Verra Mobility is requesting the consent of the City to subcontract work to Qualfon Data Service Group.

Attachments:

1. Resolution
2. Written Request for Consent to Subcontract

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



01/04/2022

City Manager
City of Kingsport, TN
225 West Center
Kingsport, Tennessee 37660

Re: Request for Consent to Subcontract

Dear City Manager:

American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), and the City of Kingsport ("City") entered into an agreement on 01/25/2010 (the "Agreement").

Verra Mobility is preparing to engage Qualfon Data Service Group to perform violation processing services under the Agreement.

Pursuant to the Agreement, we request the consent of the City to subcontract work to Qualfon Data Service Group. Please indicate the State's consent by countersigning this letter and returning the countersigned copy.

Should you have any questions, please do not hesitate to contact me at 480-719-7000. Your prompt attention to this matter is greatly appreciated.

Sincerely,

Daniel Knittle
Daniel Knittle,
Procurement Manger

CONSENTED TO BY:

CITY OF KINGSPORT

By: _____

Printed Name: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONSENT TO SUBCONTRACT AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, American Traffic Solutions, Inc., doing business as Verra Mobility company, and city entered into an agreement on January 25, 2010, for a photo enforcement program which was approved by Resolution No. 2010-162; and

WHEREAS, in performing this contract, Verra Mobility has engaged Qualfon Data Service Group to perform services under this agreement; and

WHEREAS, pursuant to the parties original agreement, Verra Mobility is requesting the consent of city to subcontract work to Qualfon Data Service Group.

Now therefore,

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

SECTION I. That a Request for Consent to Subcontract with Qualfon Data Service Group 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 Request for Consent to Subcontract with Qualfon Data Service Group, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the release and this resolution, said agreement being as follows:

City Manager

City of Kingsport, TN 225 West Center

Kingsport, Tennessee 37660

Re: Request for Consent to Subcontract

Dear City Manager:

American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), and the City of Kingsport ("City") entered into an agreement on 01/25/2010 (the "Agreement").

Verra Mobility is preparing to engage Qualfon Data Service Group to perform violation processing services under the Agreement.

Pursuant to the Agreement, we request the consent of the City to subcontract work to Qualfon Data Service Group. Please indicate the State's consent by countersigning this letter and returning the countersigned copy.

Should you have any questions, please do not hesitate to contact me at 480-719-7000. Your prompt attention to this matter is greatly appreciated.

[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 7th day of February, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Memorandum

To: Kingsport Board of Mayor and Aldermen

From: Scott Boyd, Fire Chief

Date: February 2, 2023

RE: Fire Department Purchases

Funds were transferred to the Kingsport Fire Department account by Budget Ordinance No. 7056 after its second reading on November 1, 2022, for equipment for firetrucks (new apparatus). These funds were appropriated to project number NC2216.

A list of equipment needed was sent to five different vendors by Fire Department staff. Once the vendors responded with quotes, Fire Department staff reviewed the quotes and selected equipment item by item based on the lowest cost per piece of equipment. Purchases were made from vendors EVS, MES, Safe Industries, NAFECO, and EVAC Systems based on the lowest quoted cost per item.

Not realizing the implication of the \$50,000.00 purchasing threshold for competitive bids, as purchases were viewed as being on an individual basis, the equipment was purchased, and some items delivered to be installed on the new trucks. Staff operated under the good faith, but mistaken, belief that passage of the budget ordinance effectively authorized the purchases in question.

Upon learning of the mistake Fire Department staff did cancel orders for some equipment. However, not all orders could be cancelled based on the nature of the equipment purchased.

Fire Department staff have since received additional instruction on the proper purchasing procedures and will consult with the procurement department for direction before making future purchases.