



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, June 17, 2019, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

Mayor John Clark	
Vice Mayor Mike McIntire, Presiding	Alderman Betsy Cooper
Alderman Jennifer Adler	Alderman Colette George
Alderman Joe Begley	Alderman Tommy Olterman

Leadership Team

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

1. Call to Order
2. Roll Call
3. Neighborhood Advisory Commission – Margot Seay
4. Review of Items on June 18, 2019 Business Meeting Agenda
5. Adjourn

Next Work Session, July 1: Paving Schedule

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

BMA Report, June 17, 2019



Kingsport Employee Wellness, George DeCroes

	01/01/2019 – 5/31/2019	06/01/2019 – 06/11/2019
Total Utilization	94.2%	92.2%
City – Active Employees	60.6%	59.6%
City – Dependents	31.4%	32.3%
City – Retirees	2.2%	1.5%
Extended-Patient Services/Other	0.3%	1.9%
Work Comp	0.2%	0.5%
No Show	5.3%	4.2%

Worker's Compensation, Terri Evans

For the month of May 2019, the city had four (4) recordable worker's compensation claims that involved lost time or restricted duty. Of the four (4) claims involved two (2) were restricted duty and two (2) were lost time.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2020	Preliminary plans expected Summer 2019.
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/1/2020	Plans and specification have been finalized. Target bid date set for August. Following bid of West Kingsport.
\$3,867,000.00	Chad Austin	Border Regions Sewer Extensions	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	City hired contractor excavated along gas lines last week. Gas company found a lot of work they need to perform. They won't have answer until August. City to proceed with easement acquisition.
\$3,750,000.00	Niki Ensor	Chemical Feed Design	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$3,740,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	Bids opening 5/7. Bids were received, but exceeded Engineer's estimate. Bid were rejected 5/21/19. Project will be broken into two separate projects and rebid.
\$3,300,000.00	Michael Thompson	Indian Trail Drive Extension	The extension of Indian Trail Drive to Eastman Road at the current Reedy Creek Road / Eastman Road intersection. The project includes a bridge over Reedy Creek and realigning Reedy Creek Road to tie into the new Indian Trail Drive Extension.	6/30/2021	Project has been put on hold indefinitely due to a stalemate in communication with the existing East Stone Commons property owner necessary to move forward. Funding to be used to progress other projects in the absence of FY19 & FY20 "Local Roads" funding.
\$2,888,300.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	Received Bids on sewer portion of SCADA project on 2/19. Resolution to award bid to Frizzell Construction for \$2,888,300 on 3/19/19
\$2,380,000.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	12/31/2019	Plans have been submitted to City staff and the Building Department for review.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Cain Rash West has been meeting with KPD to access current and future needs. Continue to work on layouts to best utilize space and maintain functionality.
\$1,700,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	4/1/2020	MOU for AEP design and easements is being routed for signatures. Expect to have construction contract information for BMA consideration June 2019. Spring 2020 construction start anticipated.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,074,738.00	Chad Austin	Phase 4 Water Improvements	Waterline replacement in Sullivan Gardens area on Ridge Road, Maplewood Street, Mill Creek Road, Clover Bottom Drive, Clearview Street, Creekmore Drive, and Rosemont Street.	2/16/2020	Tie-in made at Kistner Road intersection on Mill Creek Road. Clover Bottom Drive line is installed past culvert.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Received Contract 5/10/2109. Expected BMA consideration 5/21/2019.
\$961,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Working thru the requirements of the right of way process.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Contractor has begun clearing and grubbing and is being notified to install traffic control and project signs.
\$881,182.00	Schools	J Fred Johnson Stadium - Turf Replacement	The replacement of approximately 162,100 square feet of artificial grass surface at J Fred Johnson Stadium (football and baseball fields) and associated logos/markings. Work also includes the removal and offsite disposal of the existing artificial surfac	6/30/2019	The standard turf project is complete. Decals and custom color work will be completed after baseball season.
\$697,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	12/7/2019	Working to finalize the right of way phase of this project.
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	Week of 5/6 Cleaning weld seams and applying primer.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	1/29/2021	TDOT Letting Date: 6/21/2019; Construction to begin mid- to late-July 2019
\$400,000.00	Ryan McReynolds	Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)	Bridge re-painting and landscaping	11/1/2019	Advertise May 5th for bids. Bid opening May 29th.
\$391,711.50	David Edwards	Bloomington Culvert Replacement	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	7/1/2019	Culvert structure delivered and will be placed this week.
\$373,871.00	Rob Cole	Bays Mountain Septic System Upgrades	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	6/30/2019	Lift Station has been installed. Contractor has installed nearly 1,400 ft of force main (of 6,200 ft)

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, June 18, 2019, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Paul Becker, Concordia Lutheran Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Employee Dependent Scholarship Recipients (George DeCroes)
2. Keep Kingsport Beautiful Beautification Awards (Robin Cleary)

IV.B. APPOINTMENTS

1. Appointment to the Kingsport Economic Development Board (AF: 148-2019) (Mayor Clark)
 - Reappointment

V. APPROVAL OF MINUTES

1. Work Session – June 3, 2019
2. Business Meeting – June 4, 2019

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Combine Two Part Time Driver Positions into One Full Time Position (AF: 150-2019) (Chris McCartt)
 - Ordinance – First Reading
2. Amending Kingsport City Code Section 6-144; Elimination of Liquor Store Sign Restrictions Above Base Zoning Requirements (AF: 151-2019) (Ken Weems)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Adopt the FY19-20 Water Fund Budget (AF: 124-2019) (Ryan McReynolds)
 - Ordinance – Second Reading & Final Adoption
2. Adopt the FY19-20 Sewer Fund Budget (AF: 125-2019) (Ryan McReynolds)
 - Ordinance – Second Reading & Final Adoption
3. Adopt the FY19-20 Budget (AF: 123-2019) (Jeff Fleming)
 - Ordinance – Second Reading & Final Adoption
4. Adopt the FY19-20 Special Schools Projects Grant Fund Budget (AF: 128-2019) (Jeff Fleming, David Frye)
 - Ordinance – Second Reading & Final Adoption
5. Adopt the FY19-20 School Public Law 93-380 Grant Project Fund Budget (AF: 129-2019) (Jeff Fleming, David Frye)
 - Ordinance – Second Reading & Final Adoption

6. Adopt the FY19-20 Metropolitan Planning Project Grant Budget (AF: 126-2019) (Ryan McReynolds)
 - Ordinance – Second Reading & Final Adoption
7. Adopt the FY19-20 Urban Mass Transit Budget (AF: 127-2019) (Chris McCartt)
 - Ordinance – Second Reading & Final Adoption
8. Budget Adjustment Ordinance for FY19 (AF: 135-2019) (Jeff Fleming)
 - Ordinance – Second Reading & Final Adoption
9. Providing for the FY20 Community Development Block Grant Budget (AF: 143-2019) (Mark Haga)
 - Ordinance – Second Reading & Final Adoption

D. OTHER BUSINESS

1. Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2019-2020 Benefiting the General Welfare of Kingsport Residents (AF: 131-2019) (Jeff Fleming)
 - Resolution
2. Renewing the Award for Janitorial & MRO Supplies/Equipment for FY20 (AF: 147-2019) (Ryan McReynolds)
 - Resolution
3. Amend the Fee Resolution for FY 2020 Fees and Charges Provided for in the City Code (AF: 141-2019) (Jeff Fleming)
 - Resolution
4. Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF: 144-2019) (Ryan McReynolds)
 - Resolution
5. Interdepartmental Work Estimate with the Sullivan County Highway Department for Resurfacing of the City's Portion of Orebank Road (AF: 145-2019) (Ryan McReynolds)
 - Resolution
6. Execute an Amendment to the Contract between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF: 146-2019) (Ryan McReynolds)
 - Resolution
7. Amend Contract with Mark III to Extend One More Year (AF: 142-2019) (George DeCroes)
 - Resolution

8. Kingsport School Nutrition Services to Execute an Amendment to Renew the Agreement with Tyson Prepared Foods, Inc. and Authorizing the Mayor to Sign all Applicable Documents (AF: 155-2019) (David Frye, Jennifer Walker)
 - Resolution
9. Authorization to Issue a Blanket Order to Purchase Replacement Textbooks for the Kingsport City Schools (AF: 154-2019) (David Frye)
 - Resolution
10. Award Bid for Produce Items for School Nutrition Services and Authorizing the Mayor to Sign All Applicable Documents (AF: 153-2019) (David Frye, Jennifer Walker)
 - Resolution
11. Approval of Participating Institutions to Offer Higher Education Programs / Courses in the Kingsport Center for Higher Education and Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF: 149-2019) (Chris McCartt)
 - Resolution
12. Accept a Donation of a New Sound / Speaker System by the Kingsport Convention and Visitors' Bureau to the Kingsport Aquatic Center (AF: 133-2019) (Jeff Fleming, Sid Cox)
 - Resolution

VII. CONSENT AGENDA

None

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointment to the Kingsport Economic Development Board

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

Action Form No.: AF-148-2019
 Work Session: June 17, 2019
 First Reading: N/A

Final Adoption: June 18, 2019
 Staff Work By: Board
 Presentation By: Mayor Clark

Recommendation: Approve appointment.

Executive Summary:

It is recommended by the Kingsport Economic Development Board to appoint Thomas W. Kennedy to fulfill the unexpired term of Sam Booher. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are six years with no term limits. The commission is composed of nine (9) members all duly qualified electors of, and taxpayers in the City of Kingsport and are chosen from Chamber membership, Board of Trade, or other similar civic organization of such city unless in the judgement of BMA there are no members of such both suitable and available.

Current Commission				
Member	Eligibility	Term Expires	Appointed	Terms Served
Bill Dudney	At-large	12/31/23	8/5/03	2
Sam Booher	At-large	12/31/24	12/4/18	1
Julie Bennett	At-large	12/31/23	2/20/07	3
Robert Feathers	At-large	12/31/20	1/15/08	3
Craig Denison	At-large	12/31/23	1/17/17	1
Larry Estep	At-large	12/31/20	N/A	1
CeeGee McCord	At-large	12/31/23	7/1/14	2
Lynn Johnson	At-large	12/31/20	1/15/08	4
Steve LaHair	At-large	12/31/24	12/4/18	1

Recommended Commission				
Member	Eligibility	Term Expires	Appointed	Terms Served
Bill Dudney	At-large	12/31/23	8/5/03	2
Thomas Kennedy	At-large	12/31/24	6/18/19	Fulfilling unexpired term
Julie Bennett	At-large	12/31/23	2/20/07	3
Robert Feathers	At-large	12/31/20	1/15/08	3
Craig Denison	At-large	12/31/23	1/17/17	1
Larry Estep	At-large	12/31/20	N/A	1
CeeGee McCord	At-large	12/31/23	7/1/14	2
Lynn Johnson	At-large	12/31/20	1/15/08	4
Steve LaHair	At-large	12/31/24	12/4/18	1

Attachments:

- 1. Thomas W. Kennedy Bio

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

THOMAS W. KENNEDY

1021 Allandale Circle
Kingsport, TN 37660
Mobile 423-341-1446

Professional Experience

Eastman Credit Union, Kingsport, TN 2002-present
Director Business Services, 2004 to Present
Mortgage Manager, 2002-2003

Coastal Federal Bank, Myrtle Beach, SC 2000-2001
Vice President, Credit Administration

First American National Bank, Kingsport, TN 1995-1998
Vice President, Market Manager

Heritage Federal Bank, Kingsport, TN 1986-1995
Assistant Vice President, Chief Underwriter 1992-1995
Assistant Vice President, Area Loan Manager, 1988-1992, Oak Ridge, TN
Branch Manager, 1987-1988, Murfreesboro, TN
Collections Manager, 1986, Oak Ridge, TN

Education

University of Tennessee, Knoxville, TN
B.S. in Business Administration - Major in Finance

Professional Development

CUES School of Business Lending
The Southeastern School of Banking
The Southeastern School of Commercial Lending
Leadership Oak Ridge

Volunteer Activities

Northeast Tennessee Chapter of Credit Unions, Past President
United Way of Greater Kingsport, Past Treasurer
Holston Habitat for Humanity, Past Treasurer
John Sevier Band Association, Past Treasurer
Teen Center Coalition, Inc., Past Board
Other civic, charitable, and school organizations

Personal

Moved to Kingsport in 1992
Spouse: Susan
Four adult children educated though Kingsport K-12 public school system

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, June 3, 2019, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Vice-Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Vice-Mayor McIntire.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Mayor John Clark
3. **KEDB/NETWORKS.** Craig Denison provided an update on KEDB projects and provided further details on opportunity zones. There was some discussion as he answered questions from the board, explaining the intended roles of KEDB and NETWORKS.
4. **PETWORKS.** Tom Parham gave an update on this item, providing details on the history, performance and operations of the new shelter. He stated the fundraising Fur Ball event is scheduled for September 14. Mr. Russ Adkins provided information on the fundraising efforts and gave a history timeline of donations received. Alderman George asked how the dog park would be maintained. Mr Adkins stated they have discussed this with staff and may be taken over by the city at some point. There was also some discussion on seeking any type of partnership with Sullivan County.
5. **REVIEW OF AGENDA ITEMS ON THE JUNE 4, 2019 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.
 - VI.A.1 **Public Hearing and Ordinance to Adopt FY19-20 Water Fund Budget** (AF: 124-2019). City Manager Fleming stated there would be a three percent increase for rates inside the city. He also pointed out the trend of less water usage across the board as well.
 - VI.A.2 **Public Hearing and Ordinance to Adopt FY19-20 Sewer Fund Budget** (AF: 125-2019). City Manager Fleming stated there would be a three percent increase across the board for inside and outside residents.
 - VI.A.3 **Public Hearing and Ordinance to Adopt FY19-20 Budget** (AF: 123-2019). City Manager Fleming provided details on this item, highlighting the major changes made that affects the budget and answering questions.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, June 3, 2019

VI.D.2 Bid Award for the Purchase of One (1) Cab Chassis with Leaf/Refuse Compactor (AF: 136-2019). City Manager Fleming explained the truck that is being replaced is 25-30 years old and the new truck will be able to serve with a dual purpose.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Vice-Mayor McIntire adjourned the meeting at 5:35 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, June 4, 2019, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager
Joe May, Interim City Attorney
Sidney H. Cox, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Vice Mayor Mike McIntire.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman-Elect Darrell Duncan
- II.B. **INVOCATION:** Dr. Kenneth Sprinkle, Pastor of Mafair United Methodist Church.
- III. **ROLL CALL:** By City Recorder Cox. Absent: Mayor John Clark.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.** None.
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.**
 1. **Reappointment to PETWORKS** (AF: 137-2019) (Mayor Clark).

Motion/Second: George/Adler, to approve:

REAPPOINTMENT OF DR. GARY ANDES TO SERVE A SECOND TWO-YEAR TERM
ON **PETWORKS** EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 1, 2021.

Passed: All present voting “aye.”

V. **APPROVAL OF MINUTES.**

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

- A. May 20, 2019 Regular Work Session
- B. May 21, 2019 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 4, 2019**

A. PUBLIC HEARINGS.

1. Public Hearing and Ordinance to Adopt FY19-20 Water Fund Budget (AF: 124-2019) (Ryan McReynolds).

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

Motion/Second: George/Cooper, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

2. Public Hearing and Ordinance to Adopt FY19-20 Sewer Fund Budget (AF: 125-2019) (Ryan McReynolds).

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

Motion/Second: Adler/George, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

3. Public Hearing and Ordinance to Adopt FY19-20 Budget (AF: 123-2019) (Jeff Fleming).

PUBLIC COMMENT ON ITEM VI.A.3. None.

Motion/Second: George/Olterman, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 4, 2019**

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Adopt FY19-20 Special Schools Projects Grant Fund Budget
(AF: 128-2019) (Jeff Fleming, David Frye).

Motion/Second: Adler/Cooper, to pass:

AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145
FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**2. Adopt FY19-20 School Public Law 93-380 Grant Project Fund
Budget** (AF: 129-2019) (Jeff Fleming, David Frye).

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

Motion/Second: George/Olterman, to pass:

AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-
380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE
OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

3. Adopt the FY19-20 Metropolitan Planning Project Grant Budget
(AF: 126-2019) (Ryan McReynolds).

PUBLIC COMMENT ON ITEM VI.A.3. None.

Motion/Second: Adler/Cooper, to pass:

AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION
PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

Passed on first reading: All present voting "aye."

4. Adopt FY19-20 Urban Mass Transit Budget (AF: 127-2019) (Chris
McCartt).

PUBLIC COMMENT ON ITEM VI.A.4. None.

Motion/Second: George/Adler, to pass:

AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT
FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

5. Budget Adjustment Ordinance for FY19 (AF: 135-2019) (Jeff
Fleming).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 4, 2019**

PUBLIC COMMENT ON ITEM VI.A.4. None.

Motion/Second: Olterman/Adler, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Ordinance Providing for FY20 Community Development Block Grant Budget (AF: 143-2019) (Mark Haga).

PUBLIC COMMENT ON ITEM VI.A.4. None.

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO APPROPRIATE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend the FY19 General Purpose School Fund Budget (AF: 108-2019) (David Frye).

Motion/Second: Adler/George, to pass:

ORDINANCE NO. 6792, AN ORDINANCE TO AMEND THE FY 2018-19 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend the FY19 Schools Federal Projects Fund Budget (AF: 109-2019) (David Frye).

Motion/Second: Cooper/George, to pass:

ORDINANCE NO. 6793, AN ORDINANCE TO AMEND THE FY 2019 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Amend the FY19 School Special Projects Fund Budget (AF: 110-2019) (David Frye)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 4, 2019**

Motion/Second: Olterman/Adler, to pass:

ORDINANCE NO. 6794, AN ORDINANCE TO AMEND THE FY 2019 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Ordinance to Appropriate Funds for West End Greenbelt Extension Project (AF: 111-2019) (Chris McCartt)

Motion/Second: George/Cooper, to pass:

ORDINANCE NO. 6795, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Letter of Authorization with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF: 132-2019) (Bill Albright).

Motion/Second: Adler/Cooper, to pass:

Resolution No. 2019-196, A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2020; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed: All present voting “aye.”

2. Bid Award for the Purchase of One (1) Cab Chassis with Leaf/Refuse Compactor (AF: 136-2019) (Ryan McReynolds, Steve Hightower)

Motion/Second: George/Adler, to pass:

Resolution No. 2019-197, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH LEAF /REFUSE COMPACTOR TO MUNICIPAL EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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**3. Authorize City Recorder to Reconcile and Adjust Uncollectible
Property Tax for Tax Year 2008 (AF: 119-2019) (Joe May).**

Motion/Second: George/Olterman, to pass:

Resolution No. 2019-198, A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2019 FOR THE TAX YEAR 2008 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

Passed: All present voting "aye."

**4. Approve Public Official Bond for Christopher W. McCartt as City
Manager (AF: 113-2019) (Mike Billingsley).**

Motion/Second: George/Olterman, to pass:

Resolution No. 2019-199, A RESOLUTION APPROVING THE PUBLIC OFFICIAL BOND FOR CHRISTOPHER W. MCCARTT AS CITY MANAGER WITH LIBERTY MUTUAL THE OHIO CASUALTY INSURANCE COMPANY

Passed: All present voting "aye."

**5. Approve Donation of Real Property to PETWORKS Kingsport
Animal Services (AF: 122-2019) (Ken Weems).**

Motion/Second: Cooper/George, to pass:

Resolution No. 2019-200, A RESOLUTION AUTHORIZING DONATION OF APPROXIMATELY .186 ACRES OF REAL PROPERTY LOCATED ADJACENT TO THE EXISTING PETWORKS PROPERTY TO PETWORKS AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO PETWORKS

Passed: All present voting "aye."

**6. Contract Renewal with MedFit Center for a Physical Wellness
Program (AF: 134-2019) (Chad Austin).**

Motion/Second: Olterman/George, to pass:

Resolution No. 2019-201, A RESOLUTION RENEWING AND AMENDING THE AGREEMENT WITH MEDFIT, LLC FOR A PHYSICAL WELLNESS PROGRAM FOR FY20 AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

VII. CONSENT AGENDA.

(These items are considered under one motion with a roll call vote.)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 4, 2019**

Motion/Second: George/Adler, to adopt:

1. Bid Award for Purchase of Road Salt for FY20 (AF: 130-2019)
(Ryan McReynolds).

Pass:

Resolution No. 2019-202, A RESOLUTION AWARDED THE BID FOR PURCHASE OF ROAD SALT TO THE DETROIT SALT COMPANY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

2. Accept an Award from the National Fire Protection Association
(AF: 89-2019) (Scott Boyd, Barry Brickey).

Pass:

Resolution No. 2019-203, A RESOLUTION ACCEPTING AN AWARD FROM THE NATIONAL FIRE PROTECTION ASSOCIATION FOR THE KINGSPORT FIRE DEPARTMENT

Passed: All present voting "aye."

3. Issuance of Certificate of Compliance for Retail Food Stores to Sell Wine (AF: 138-2019) (Sid Cox).

Approve:

CERTIFICATE OF COMPLIANCE

Passed: All present voting "aye."

4. Apply and Receive LSTA Technology Grant for the Library (AF: 139-2019) (Chris McCartt).

Pass:

Resolution No. 2019-195, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LIBRARY SERVICES AND TECHNOLOGY ACT GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

- A. CITY MANAGER**. Mr. Fleming expressed his appreciation to the board for seeing potential in-house and choosing Chris McCartt to move the city forward. He stated he has worked with Chris for 20 years since he first started with the City of Kingsport and wanted to thank the BMA since Chris will be on vacation at his last meeting next time.

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of the City of Kingsport, Tennessee, Tuesday, June 4, 2019**

- B. MAYOR AND BOARD MEMBERS.** Alderman Olterman commented on baseball and wished all the school kids a good summer. Alderman George informed the citizens the Fire Department was taking application for the next citizens' academy. Alderman Adler invited everyone to the new Evenings at the Market event starting next Thursday, noting the Neighborhood Commission would be there for anyone wanting information. She also stated she would not be at the next meeting and expressed her thanks and gratitude to the current board. Alderman Cooper commented on the Isaiah 117 House foster care program, pointing out they would soon be expanding into Sullivan County. Vice-Mayor McIntire pointed out it was a great time to be outside and encouraged everyone to attend events and facilities this summer, including the downtown concerts, Bays Mountain, the greenbelt, and the new kayak and tubing activities on the river.
- C. VISITORS.** Crystal Regan, Dani Cook, Martha Simmons and Michelle Richardson made comments regarding Ballard Health. Mr. Timothy Sanders spoke about road conditions.
- D. REPORT ON DEBT OBLIGATION,** City Recorder Sid Cox gave details on this item, noting the success of the recent bond refunding.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Vice Mayor McIntire adjourned the meeting at 8:09 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Combine Two Part Time Driver Positions into One Full Time Position

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

Action Form No.: AF-150-2019
Work Session: June 17, 2019
First Reading: June 18, 2019

Final Adoption: July 2, 2019
Staff Work By: Chris Campbell
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

Hiring and retaining qualified licensed candidates to drive and operate public transit vehicles is a challenge both locally and nationally. KATS has been unable to fill several open part time positions because the available workforce is seeking full time work. To combat this, KATS notes in their annual budget narrative that if two part time positions are vacated a request will be made to combine them into once full time position. This resolution and budget ordinance will combine two part time KATS Driver positions that are currently unfilled into one full time Driver position. The City only contributes 25% of the total share to fund this position. The remaining 75% is funded through FTA (50%) and TDOT (25%). The federal, state, and local funding for this is currently budgeted in in the FY 18-19 City Budget and is already programmed in the FY 19-20 City Budget.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT BUDGET BY ADDING A BUSS/VAN DRIVER POSITION FOR THE FISCAL YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Fund budget be amended by amending the authorized positions by eliminating two part-time positions and adding a full time Bus/Van Driver position at a pay grade A21 for Fiscal Year 2018-2019.

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

JOHN CLARK, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Passed on 1st reading: _____

Passed on 2nd reading: _____



AGENDA ACTION FORM

Amending Kingsport City Code Section 6-144; Elimination of Liquor Store Sign Restrictions Above Base Zoning Requirements

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *[Signature]*

Action Form No.: AF-151-2019
 Work Session: June 17, 2019
 First Reading: June 18, 2019

Final Adoption: July 2, 2019
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Approve the Ordinance

Executive Summary:

In 2015, a U.S. Supreme Court decision on a case known as the Reed v. Town of Gilbert clarified that a municipality may not regulate signs based on content. In summary, the court did not restrict time, place, and manner of sign regulation, but found that content-based sign regulations were a violation of the First Amendment.

The City of Kingsport currently has an ordinance in the Liquor section of city code that restricts liquor store signs to a sole wall sign on the building consisting of 8" letters designating the premises as "_____ Package Store." A sign of this nature and size is much less than the base zoning allowance for wall signs or freestanding signs in any of the City's commercial zones. This issue arose after a local liquor store owner discussed application requirements with the City's Zoning Administrator for a new freestanding liquor store sign.

It is recommended to amend Kingsport City Code Section 6-144 by deleting this section in its entirety, therefore removing restrictions on liquor store signs above and beyond base zoning requirements.

Attachments:

1. Ordinance
2. Existing Liquor Store Sign Restrictions

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, SECTION 6-144
PERTAINING TO LIQUOR STORE SIGN ADVERTISEMENTS BY
DELETING SECTION 6-144 AND TO FIX THE EFFECTIVE DATE
OF THIS ORDINANCE

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

SECTION I. That Section 6-144 of the Code of Ordinances, City of Kingsport, Tennessee is hereby deleted in its entirety.

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

JOHN CLARK
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

Sec. 6-144. - Advertisements.

It shall be unlawful for a licensee to advertise, by signs, window displays, posters or any other designs intended to advertise, any alcoholic beverage within the city, except by a sign approved by the city manager, in letters not larger than eight inches in height designating the premises as " _____ Package Store." Only one such sign, and no other, shall be permitted, and no sign shall extend or project from the building. The lettering on the approved sign shall not be artificially illuminated, other than by exterior floodlights or spotlights. Nothing in this section shall prohibit any manufacturer or wholesaler from advertising in news media.

(Code 1981, § 4-131; Code 1998, § 6-145)

State Law reference— Exterior signs, T.C.A. § 57-4-203.



AGENDA ACTION FORM

Ordinance to Adopt the FY19-20 Water Fund Budget

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

Action Form No.: AF-124-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Smith, McReynolds, Austin, Ensor
Presentation By: McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
The attached budget ordinance incorporates the budget as presented during the budget work session.

The ordinance reflects a 3% water rate increase for customers living inside the corporate limits.

The Water Fund budget is \$15,019,300.

Attachments:
1. Ordinance

Funding source appropriate and funds are available:

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



AGENDA ACTION FORM

Public Hearing and Ordinance to Adopt the FY19-20 Water Fund Budget

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

Action Form No.: AF-124-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Smith, McReynolds, Austin, Ensor
Presentation By: McReynolds

Recommendation:

Conduct a Public Hearing and approve the Ordinance.

Executive Summary:

The attached budget ordinance incorporates the budget as presented during the budget work session.

The ordinance reflects a 3% water rate increase for customers living inside the corporate limits.

The Water Fund budget is \$15,019,300.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Water Fund of the City's annual operating budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Water Fund revenues And Expenditures for the FY19-20 Budget of \$15,019,300 less inter-fund transfers, \$3,008,600 Net Water Fund Budget \$12,010,700 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2019- June 30, 2020.

411- Water Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Water Sales	\$12,739,800	Administration	\$1,605,900
Service Charges	465,000	Finance	634,200
Tap Fees	210,000	Water Plant	3,272,200
Penalties	162,000	Maintenance	2,623,100
Rental Income	13,000	Utility Technical Services	1,030,500
Investments	82,500	Pilot	653,000
Miscellaneous	30,000	Other Expenses	293,200
Installation Fees	150,000	Debt Service	4,032,200
Admin Service Recovery	240,000	Transfer/Capital	875,000
Fund Balance	927,000		0
<hr/>		<hr/>	
Gross Revenues	\$15,019,300	Gross Expenditures	\$15,019,300
Less Inter-fund Transfers	3,008,600	Less Inter-fund Transfers	3,008,600
<u>Total FY19-20 Revenues</u>	<u>\$12,010,700</u>	<u>Total FY19-20 Expenditures</u>	<u>\$12,010,700</u>

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within

a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation in the ensuing fiscal year only for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule. That the pay increases are applicable to employees of the City that qualify and is hereby approved effective July 1, 2018.

Section VII. That the Capital Improvements Plan (FY19-FY23) is hereby approved. The water usage rates set out within Resolution Number 2018-193 and amendments thereto are hereby amended by a water rate increase of 3% for customers living inside the corporate limits. The water rate increases shall be applicable to all billings rendered on or after July 1, 2019.

Section VIII. That the Tennessee Consolidated Retirement System Rate will be approved at 19.77% for current employees only. Employees hired after July 1, 2012 will participate in a Defined Contribution plan with a mandatory contribution of 5%.

Section IX. That this ordinance shall take effect on July 1, 2019, the welfare of the City of Kingsport requiring it.

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder



AGENDA ACTION FORM

Ordinance to Adopt the FY19-20 Sewer Fund Budget

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

Action Form No.: AF-125-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Smith, McReynolds, Austin, Ensor
Presentation By: McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
The attached budget ordinance incorporates the budget as presented during the budget work session.

The proposed ordinance reflects a 3% sewer rate increase for customers living inside and outside of the corporate limits.

The Sewer Fund Budget is \$14,853,200.

Attachments:
1. Ordinance

Funding source appropriate and funds are available:

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



AGENDA ACTION FORM

Public Hearing and Ordinance to Adopt the FY19-20 Sewer Fund Budget

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

Action Form No.: AF-125-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Smith, McReynolds, Austin, Ensor
Presentation By: McReynolds

Recommendation:

Conduct a Public Hearing and approve the Ordinance.

Executive Summary:

The attached budget ordinance incorporates the budget as presented during the budget work session.

The proposed ordinance reflects a 3% sewer rate increase for customers living inside and outside of the corporate limits.

The Sewer Fund Budget is \$14,853,200.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *js*

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Sewer Fund of the City's annual operating budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Sewer Fund revenues and Expenditures for the FY19-20 Budget of \$14,853,200 less inter-fund transfers, \$2,773,400, Net Sewer Budget Revenues \$12,079,800 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2019-June 30, 2020.

412- Sewer Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Sewer Sales	\$13,500,000	Administration	\$ 1,303,000
Misc. Charges	8,000	Finance	280,000
Tap Fees	600,000	Sewer Plant	3,175,600
Penalties	147,000	Maintenance	2,072,700
Disposal Receipts	75,000	PILOT	838,000
		Utility Technical Services	410,400
Investments	191,000	Debt Service	5,868,800
Fund Balance Approp.	332,200	Transfer/Capital	695,000
		Other Exp	209,700
<hr/>		<hr/>	
Total Revenues	\$14,853,200	Total Expenditures	\$14,853,200
Gross Revenues	\$14,853,200	Gross Expenditures	\$14,853,200
Less Inter-fund Transfers	2,773,400	Less Inter-fund Transfers	2,773,400
<hr/>		<hr/>	
Total FY19-20 Revenues	\$12,079,800	Total FY19-20 Expenditures	\$12,079,800

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule. That the pay increases are applicable to employees of the City that qualify, effective July 1, 2019.

Section VII. That the Capital Improvements Plan (FY19-FY23) is hereby approved. The sewer rates shall increase by 3% for customers living inside and outside of the corporate limits. The sewer rate increases shall be applicable to all billings rendered on or after July 1, 2019.

Section VIII. That the Tennessee Consolidated Retirement System Rate be approved at 19.77% for current employees only. Employees hired after July 1, 2012 participate in a Defined Contribution Plan with a mandatory contribution of 5%. The City will match up to an additional 3%.

Section IX. That this ordinance shall take effect on July 1, 2019, the welfare of the City of Kingsport requiring it.

JOHN CLARK, Mayor

ATTEST:

Angie Marshall
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Ordinance to Adopt the FY19-20 Budget

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

Action Form No.: AF-123-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Judy Smith
Presentation By: Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 9 budget work session. As required by charter, it was published in the Times News on May 18, 2019.

The total revenue and expenditures less transfers (duplicates) for the FY19-20 budget for all funds are \$172,456,481. This excludes the water, sewer, and grant project funds. A separate ordinance for these funds will be presented.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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



AGENDA ACTION FORM

Public Hearing and Ordinance to Adopt the FY19-20 Budget

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

Action Form No.: AF-123-2019
 Work Session: June 3, 2019
 First Reading: June 4, 2019

Final Adoption: June 18, 2019
 Staff Work By: Judy Smith
 Presentation By: Fleming

Recommendation:

Conduct a Public Hearing and approve the Ordinance.

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 9 budget work session. As required by charter, it was published in the Times News on May 18, 2019.

The total revenue and expenditures less transfers (duplicates) for the FY19-20 budget for all funds are \$172,456,481. This excludes the water, sewer, and grant project funds. A separate ordinance for these funds will be presented.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

Ordinance _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

The estimated revenues for the total FY19-20 Budget of \$225,476,420 less inter-fund transfers, \$52,815,639, Net Total Budget Revenues \$172,660,781, are hereby appropriated.

The estimated expenditures for the Total FY19-20 Budget of \$225,476,420 less inter-fund transfers \$52,815,639, Net Total Budget Expenditures \$172,660,781 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2019 - June 30, 2020

110- General Fund

<u>Revenues</u>		<u>Expenditures</u>	
Property Taxes	\$41,036,900	Legislative	\$187,343
Gross Receipts Taxes	9,654,400	General Government	9,476,868
Licenses & Permits	501,600	Development Services Dept.	1,659,278
Fines & Forfeitures	955,000	Leisure Services Dept.	4,855,049
Investments	150,000	Police Department	12,544,647
Charges for Services	2,593,100	Fire Department	10,119,649
Other Revenue	530,900	Public Works Department	11,089,858
From Other Agencies	18,526,500	Transfers	31,181,887
State Shared	6,310,400	Other Expenses	1,247,821
Fund Transfers	2,103,600		
Total Revenues	\$82,362,400	Total Expenditures	\$82,362,400

211- Debt Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
From General Fund	\$9,105,879	Redemption of Serial Bonds	\$8,473,318
From School Fund	3,450,426	Interest on Bonds/Notes	4,342,387
Interest on Investments	279,800	Other Expenses	7,500
Other Revenue	0	Bank Service Charges	12,900
Total Revenues	\$12,836,105	Total Expenditures	\$12,836,105

417-Storm Water Utility Fund

<u>Revenues</u>		<u>Expenditures</u>	
Storm Water Management	\$2,217,700	Operations	\$2,217,700
Total Revenue	\$2,217,700	Total Expenditures	\$2,217,700

415- Solid Waste Management Fund

Revenues

Refuse Collection Charges	\$2,523,700
Tipping Fees	250,000
Backdoor Collection	22,500
Tire Disposal	0
Miscellaneous	249,900
From General Fund	2,003,357
Recycling Proceeds	0

Total Revenues	\$5,049,457
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Expenditures

Trash Coll.	\$837,328
Household Refuse Coll.	2,086,717
Demolition Landfill	875,151
Recycling	794,661
Miscellaneous	57,700
Debt Service	397,900

Total Expenditures	\$5,049,457
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420- MeadowView Conference Center Fund

Revenues

Room Surcharge	\$188,700
Investments	1,000
From Reg. Sales Tx. Fund	1,893,950
FF&E Fees	193,800
From General Fund	0

Total Revenues	\$2,277,450
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Expenditures

Operations	853,450
Capital	0
Debt Service	1,424,000

Total Expenditures	\$2,277,450
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421- Cattails Golf Course Fund

Revenues

Sales & Fees	\$1,015,000
Investments	0
From Regional Sales Tax Fund	176,800
From FF&E	30,450

Total Revenues	\$1,222,250
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Expenditures

Operations	\$1,118,350
Debt Service	37,900
Capital Outlay	0
Transfer to Capital Projects	0

Total Expenditures	\$1,222,250
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511- Fleet Internal Service Fund

Revenues

Charges/Sales & Serv.	\$4,898,200
Depreciation Recovery	2,903,100
Investments	7,000
From Fleet Reserve	3,567,000

Total Revenues	\$11,375,300
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Expenditures

Operations	\$11,358,400
Motor Pool	16,900

Total Expenditures	\$11,375,300
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615- Risk Management Service Fund

Revenues

Charges/Sales & Serv.	\$2,351,120
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Total Revenues	\$2,351,120
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Expenditures

Administration & Prem	\$1,173,250
Insurance Claims	1,177,870

Total Expenditures	\$2,351,120
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625- Health Insurance Fund

Revenues

City Contribution	\$6,424,700
Employee Contributions	2,526,700
Fund Balance	0
Other Revenue	249,088

Investments	7,000
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Total Revenues	\$9,207,488
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Expenditures

Administration	\$1,138,588
Insurance Claims	6,756,800
Clinic Operations	1,312,100

Total Expenditures	\$9,207,488
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126- Criminal Forfeiture Fund

Revenues

Contributions	6,000
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Total Revenues	\$6,000
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Expenditures

Special Investigations	6,000
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Total Expenditures	\$6,000
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127- Drug Fund

Revenues

Fines/Forfeitures	\$14,600
Judicial District	2,900
Court Fines & Costs/Local	139,600
Fund Balance	0

Total Revenues	\$157,100
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Expenditures

Investigations	\$144,600
Supplies & Equipment	12,500

Capital Outlay	0
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Total Expenditures	\$157,100
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141	General Purpose School Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Taxes	\$29,404,000	Educational Services	\$71,945,731
	From State of TN	32,133,400	To Debt Service Fund	3,451,700
	From Federal Government	50,000	Transfers	2,407,100
	Charges for Services	1,670,000	Capital Outlay	581,869
	Direct Federal	58,000		
	Miscellaneous	590,000		
	From General Fund-MOE	11,245,300		
	From General Fund-Debt	3,010,700		
	Transfer from Fed. Proj. Fund	110,000		
	Fund Balance Approp.	115,000		
	<u>Total Revenues</u>	<u>\$78,386,400</u>	<u>Total Expenditures</u>	<u>\$78,386,400</u>

147	School Food & Nutrition Services Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Meals	\$3,246,200	Personnel Services	\$1,708,100
	Investments	2,000	Commodities	1,656,700
	From State of TN	30,000	Fixed Charges	20,800
	Fund Balance	750,000	Transfers	9,400
	Unrealized Commodity Value	209,000		
	Other Local Revenue	37,800	Capital Outlay	880,000
	<u>Total Revenues</u>	<u>\$4,275,000</u>	<u>Total Expenditures</u>	<u>\$4,275,000</u>

121	State Street Aid Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	From State of TN	\$1,939,000	Operations	\$2,784,000
	From General Fund	845,000		
	Fund Balance	0		0
	<u>Total Revenues</u>	<u>\$2,784,000</u>	<u>Total Expenditures</u>	<u>\$2,784,000</u>

130-	Regional Sales Tax Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Local Option Sales Tax	\$3,839,400	To MeadowView Fund	\$1,893,950
	Investments	0	To Cattails Fund	176,800
	Fund Balance Approp.	0	To Aquatic Center	1,768,650
	<u>Total Revenues</u>	<u>\$3,839,400</u>	<u>Total Expenditures</u>	<u>\$3,839,400</u>

620	Allendale Trust Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Investments	\$2,500	Operations	\$10,500
	Fund Balance Appropriation	15,000	Capital Outlay	7,000
	<u>Total Revenues</u>	<u>\$17,500</u>	<u>Total Expenditures</u>	<u>\$17,500</u>

612	Bays Mountain Park Commission Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Investments	\$ 1,000	Maintenance	\$23,000
	Donations	15,000	Contracts	23,000
	Fund Balance	30,000	Capital Outlay	0
	<u>Total Revenues</u>	<u>\$46,000</u>	<u>Total Expenditures</u>	<u>\$46,000</u>

617	Palmer Center Trust Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Investments	\$100	Donations & Grants	\$100
	<u>Total Revenues</u>	<u>\$100</u>	<u>Total Expenditures</u>	<u>\$100</u>

.. I	Public Library Commission Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Investments	\$10	Supplies & Materials	\$10
	<u>Total Revenues</u>	<u>\$10</u>	<u>Total Expenditures</u>	<u>\$10</u>

616	Senior Center Advisory Council Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Personal Services	0
	Fees	\$308,800	Contractual	300,000
	Donations	65,400	Supplies & Services	\$74,300
	Fund Balance Appropriations	0	Other Expenses	300
	Investments	400	<u>Total Expenditures</u>	<u>\$374,600</u>
	<u>Total Revenues</u>	<u>\$374,600</u>		
621	Steadman Cemetery Trust Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Maintenance	\$2,550
	Fund Balance Appropriations	\$2,500	<u>Total Expenditures</u>	<u>\$2,550</u>
	Investments	50		
	<u>Total Revenues</u>	<u>\$2,550</u>		
135	Visitor's Enhancement Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Operations	\$184,800
	Tax --Other-Room Occupancy	\$425,000	Transfers	240,200
	Reserves	0	<u>Total Expenditures</u>	<u>\$425,000</u>
	<u>Total Revenues</u>	<u>\$425,000</u>		
626	Retiree's Insurance Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Administration	\$234,000
	City Contributions	\$750,000	Insurance Claims	750,000
	Employee Contributions	233,000	<u>Total Expenditures</u>	<u>\$984,000</u>
	Earnings on Investment	1,000		
	Other Revenue	0		
	Reserves	0		
	<u>Total Revenues</u>	<u>\$984,000</u>		
137	Library Governing Board		<u>Expenditures</u>	
	<u>Revenues</u>		Operations	1,379,779
	Contributions	15,000	<u>Total Expenditures</u>	<u>1,379,779</u>
	Library Receipts	9,600		
	Book Fines	21,800		
	Fund Balance Appropriations	4,479		
	Transfers From General Fund	1,328,900		
	<u>Total Revenues</u>	<u>1,379,779</u>		
419	Aquatic Center Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Operations	\$2,018,411
	Donations	\$53,500	Debt Service	1,881,300
	Sales/Fees	1,692,000	<u>Total Expenditures</u>	<u>\$3,899,711</u>
	Fund Balance Appropriations	200,000		
	Regional Sales Tax	1,954,211		
	<u>Total Revenues</u>	<u>\$3,899,711</u>		
	<u>ALL FUNDS' REVENUE SUMMARY</u>		<u>ALL FUNDS' EXPENDITURE SUMMARY</u>	
	Gross Revenues	\$225,476,420	Gross Expenditures	\$225,476,420
	Less Inter-fund Transfers	\$52,815,639	Less Inter-fund Transfers	\$52,815,639
	<u>Total FY19-20 Revenues</u>	<u>\$172,660,781</u>	<u>Total FY19-20 Expenditures</u>	<u>\$172,660,781</u>

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; for such purpose, to, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VI. The General Fund Capital Improvements Plan (FY19-FY23) is hereby approved.

Section VII. That the step increases are applicable to all employees of the City and are hereby approved effective July 1, 2019.

Section VIII. That the retirees Health Insurance will not increase for FY20.

Section IX. That the Tennessee Consolidated Retirement System Rate will be approved at 19.77% for current employees only and the employees under the bridge will be 23.27%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section X. That the police vehicle replacement is extended to eight years.

Section XI. That the tax rate is set at the state certified rate of \$2.0643 for Sullivan County inside city residents and \$1.8900 for Hawkins County inside city rates beginning July 1, 2019.

Section XII. That this ordinance shall take effect on July 1, 2019, the welfare of the City of Kingsport requiring it.

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Adopt the FY19-20 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF-128-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Smith, Frye
Presentation By: Fleming, Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,130,465.

Attachments:
1. Ordinance

Funding source appropriate and funds are available:

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



AGENDA ACTION FORM

Adopt the FY19-20 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF-128-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Smith, Frye
Presentation By: Fleming, Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,130,465.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the Special School Grant Project Fund 145 for the Special School Projects Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the Special School Grant Project Fund 145 as received.

SECTION III. That the Special School Grant Project Fund 145 budget providing for receipt and appropriation of Special School Project Funds is hereby established as follows:

School Grant Projects Fund -- 145

Revenues	Original Budget
Federal Grants	\$ 0
State Grant	\$ 982,207
Local Revenue	\$ 50,000
From School Fund - 141	\$ 98,258
Total Revenues	\$ 1,130,465

Expenditures	Original Budget
Instruction	\$ 639,189
Support Services	\$ 487,633
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 3,643
Total Expenditures	\$ 1,130,465

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2019, the public welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Adopt the FY19-20 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-129-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Smith, Frye
Presentation By: Fleming, Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The FY19-20 budget is \$4,930,276.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

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



AGENDA ACTION FORM

Adopt the FY19-20 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-129-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Smith, Frye
Presentation By: Fleming, Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The FY19-20 budget is \$4,930,276.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: *je* _____

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

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the PL93-380 Grant Project Fund for the PL93-380 Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the PL93-380 Grant Project Fund as received.

SECTION III. That the PL93-380 Grant Project Fund budget providing for receipt and appropriation of PL93-380 Grant Funds is hereby established as follows:

School Grant Projects Fund -- 142

Revenues	Original Budget
Federal Grants	\$ 4,930,276
Total Revenues	<u>\$ 4,930,276</u>
Expenditures	Original Budget
Instruction	\$ 2,166,564
Support Services	2,296,756
To School Fund	150,378
To Risk Fund	17,530
To Consolidated Admin.	299,048
Total Expenditures	<u>\$ 4,930,276</u>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2019, the public welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Adopt the FY19-20 Metropolitan Planning Project Grant Budget

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

Action Form No.: AF-126-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Judy Smith, Bill Albright
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$373,070.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Adopt the FY19-20 Metropolitan Planning Project Grant Budget

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager *[Signature]*

Action Form No.: AF-126-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Judy Smith, Bill Albright
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$373,070.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: *je*

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

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE METROPOLITAN
TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX
THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Metropolitan Transportation Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$373,070.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Metropolitan Planning Grant Project Fund 122 as received.

Section III. That the Metropolitan Planning Grant Project Fund 122 budget providing for receipt and appropriation of Metropolitan Planning Grant Project Funds is hereby established as follows:

<u>Revenues</u>		<u>Expenditures</u>	
FTA Sec. 5303 TN	\$ 49,257	Personal Services	\$303,020
Federal FHWA TN	242,800	Contract Services	57,050
General Fund	67,632	Commodities	8,200
VDot-FHWA	9,250	Capital Outlay	4,500
V Dot-Sec 5303	4,131	Insurance	300
Total Revenues	<u>\$373,070</u>	Total Expenditures	<u>\$373,070</u>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

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

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Adopt the FY19-20 Urban Mass Transit Budget

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

Action Form No.: AF-127-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Judy Smith, Chris Campbell
Presentation By: McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work session. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$2,364,260.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Adopt the FY19-20 Urban Mass Transit Budget

To: Board of Mayor and Aldermen
 From: Jeff Fleming, City Manager *[Signature]*

Action Form No.: AF-127-2019
 Work Session: June 3, 2019
 First Reading: June 4, 2019

Final Adoption: June 18, 2019
 Staff Work By: Judy Smith, Chris Campbell
 Presentation By: McCartt

Recommendation:
 Approve the Ordinance.

Executive Summary:

Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work session. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$2,364,260.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *js*

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

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE URBAN MASS
TRANSIT GRANT PROJECT FUNDS AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Trans Projects Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$2,364,260.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Urban Mass Transit Grant Project Fund 123 as received.

SECTION III. That the Urban Mass Transit Grant Project Fund 123 budget providing for receipt and appropriation of Urban Mass Transit Project Funds is hereby established as follows:

Urban Mass Transit Projects Fund -- 123

Revenues	<u>Revenue Category</u>	<u>Original Budget</u>	
	Capital:		
	Federal Transit Administration	\$ 361,815	
	Tennessee Dept. of Transportation	67,605	
	General Fund	80,580	\$ 510,000
	Operating:		
	Federal Transit Administration	\$ 866,630	
	Tennessee Dept. of Transportation	574,015	
	Program Income:		
	RCAT	49,000	
	Bus Fares	72,000	
	General Fund	292,615	\$ 1,854,260
	Total Revenues		\$ 2,364,260

Expenditure

<u>Expenditure Category</u>	<u>Original Budget</u>	
Capital:		
Vehicle Purchase	\$ 360,000	
Vehicle Prev. Maint.	\$ 100,000	
Misc. Support Equip.	\$ 35,000	
Transit Center Ph. II	\$ 15,000	\$ 510,000
		<hr/>
Operating:		
Personal Services	\$ 1,233,660	
Contractual Services	578,100	
Commodities	35,500	
Insurance	7,000	\$ 1,854,260
		<hr/>
Total Expenditures		\$ 2,364,260

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. 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.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY19

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

Action Form No.: AF-135-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The budget adjustment ordinance will appropriate \$10,000 reimbursement check received from USTA for resurfacing of Borden Park Tennis Courts, \$2,000 received from Eastman Recreation Club toward the purchase of windscreens for Borden Park, \$12,000 received for sale of light poles, \$3,000 donation from TVA to the General Parks Improvement project and \$1,312 from the National Fire Protection Association to the Fire Marshal's project to purchase needed material for fire prevention and Education.

It will transfer \$13,481 to the Water Line Improvements project (WA1801) and \$225,980 to the Water Line Improvements project (WA1905). Projects to close are WA1704, WA1707 and WA1801.

The budget adjustment will transfer \$713,953 to the Miscellaneous Sewer Line Rehab project and \$170,000 to the Sewer Line Improvements project. Projects to close are SW1706, SW1806 and SW1511.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: js

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



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY19

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

Action Form No.: AF-135-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2019
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The budget adjustment ordinance will appropriate \$10,000 reimbursement check received from USTA for resurfacing of Borden Park Tennis Courts, \$2,000 received from Eastman Recreation Club toward the purchase of windscreens for Borden Park, \$12,000 received for sale of light poles, \$3,000 donation from TVA to the General Parks Improvement project and \$1,312 from the National Fire Protection Association to the Fire Marshal's project to purchase needed material for fire prevention and Education.

It will transfer \$13,481 to the Water Line Improvements project (WA1801) and \$225,980 to the Water Line Improvements project (WA1905). Projects to close are WA1704, WA1707 and WA1801.

The budget adjustment will transfer \$713,953 to the Miscellaneous Sewer Line Rehab project and \$170,000 to the Sewer Line Improvements project. Projects to close are SW1706, SW1806 and SW1511.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by appropriating \$10,000 reimbursement received from USTA for resurfacing of Borden Park Tennis Courts, \$2,000 donation received from Eastman Recreation Club toward the purchase of windscreens for Borden, \$12,000 received from the sale of light poles and \$3,000 donation received from TVA to the General Parks Improvements project (GP1816) and by appropriating \$1,312 award received from the National Fire Protection Association to the Fire Marshall Office project (NC1801).

SECTION II. That the Water Project Fund budgets be amended by transferring \$238,610 from the Master Plan Water Upgrades project (WA1704) and by transferring \$851 from the Colonial Heights PH4 (WA1707) to the Water Line Improvements project (WA1801) in the amount of \$13,481 and \$225,980 to the Water Line Improvements project (WA1905).

SECTION III. That the Sewer Project Fund budgets be amended by transferring \$57 from the Reedy Creek Trunkline project (SW1706), \$169,996 from the Sewer Line Improvements project (SW1806) and by transferring \$713,911 from the Colonial Heights PH4 project (SW1511) to the Miscellaneous Sewer Line Rehab project (SW1902) in the amount of \$713,963 and \$170,000 to the Sewer Line Improvements project (SW1905).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
General Park Improvements (GP1816)			
Revenues:	\$	\$	\$
311-0000-364-2000 From Corporations	0	2,000	2,000
311-0000-364-3000 From Non-Profit Groups	0	13,000	13,000
311-0000-368-1055 Series 2017A GO Bonds	48,445	0	48,445
311-0000-368-2101 Premium From Bond Sale	2,214	0	2,214
311-0000-391-6900 Visitors Enhancement Fund	5,824	0	5,824
311-0000-391-0100 From General Fund	0	12,000	12,000
Totals:	56,483	27,000	83,483
Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	0	858	858
311-0000-601-4041 Bond Sale Expense	659	0	659

311-0000-601-9003 Improvements	55,824	26,142	81,966
Totals:	56,483	27,000	83,483

Fund 110: General Fund

Revenues:	\$	\$	\$
110-0000-368-0700 Surplus Property	0	12,000	12,000
Totals:	0	12,000	12,000

Expenditures:	\$	\$	\$
110-4804-481-7036 General Project Fund	5,961,155	12,000	5,973,155
Totals:	5,961,155	12,000	5,973,155

**Fund 111: General Project Special Rev Fund
Fire Marshall Office (NC1801)**

Revenues:	\$	\$	\$
111-0000-364-2000 From Corporations	2,000	1,312	3,312
Totals:	2,000	1,312	3,312

Expenditures:	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	2,000	1,312	3,312
Totals:	2,000	1,312	3,312

**Fund 451: Water Project Fund
Master Plan Water Upgrades (WA1704)**

Revenues:	\$	\$	\$
451-0000-391-0540 Series 2015 A (Oct) GO Pub Imp	288,552	(134,972)	153,580
451-0000-391-1055 Series 2016 GO (Nov 4)	67,773	(67,243)	530
451-0000-391-4500 From Water Fund	36,395	(36,395)	0
Totals:	392,720	(238,610)	154,110

Expenditures:	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	89,030	(72,679)	16,351
451-0000-605-9001 Land	970	(970)	0
451-0000-605-9003 Improvements	302,720	(164,961)	137,759
Totals:	392,720	(238,610)	154,110

**Fund 451: Water Project Fund
Colonial Heights PH4 (WA1707)**

Revenues:	\$	\$	\$
451-0000-391-4500 From Water Fund	61,565	(851)	60,714
Totals:	61,565	(851)	60,714

Expenditures:	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	8,000	(754)	7,246

451-0000-601-9003 Improvements	53,565	(97)	53,468
Totals:	61,565	(851)	60,714

Fund 451: Water Project Fund
Water Line Improvements (WA1801)

Revenues:	\$	\$	\$
451-0000-333-7700 Washington County	55,900	0	55,900
451-0000-391-0529 Series 2013B GO Pub Imp	54,895	0	54,895
451-0000-391-4500 From Water Fund	605,000	0	605,000
451-0000-391-4600 Reserve Outside City Imp	23,640	0	23,640
451-0000-391-0540 Series 2015 A (Oct) GO Pub Imp	0	13,481	13,481
Totals:	739,435	13,481	752,916

Expenditures:	\$	\$	\$
451-0000-605-9021 New Dist Lines	15,144	0	15,144
451-0000-605-9022 Hydrants	31,619	0	31,619
451-0000-605-9023 New Meters	133,115	0	133,115
451-0000-605-9024 Replacement Meters	105,314	0	105,314
451-0000-605-9025 Replacement Dist. Lines	454,243	13,481	467,724
Totals:	739,435	13,481	752,916

Fund 451: Water Project Fund
Water Line Improvements (WA1905)

Revenues:	\$	\$	\$
451-0000-391-0540 Series 2015 A (Oct) GO Pub Imp	0	121,491	121,491
451-0000-391-1055 Series 2016 GO (Nov 4)	0	67,243	67,243
451-0000-391-4500 From Water Fund	650,000	37,246	687,246
Totals:	650,000	225,980	875,980

Expenditures:	\$	\$	\$
451-0000-605-9021 New Dist Lines	15,000	10,000	25,000
451-0000-605-9022 Hydrants	40,000	0	40,000
451-0000-605-9023 New Meters	150,000	0	150,000
451-0000-605-9024 Replacement Meters	95,000	0	95,000
451-0000-605-9025 Replacement Dist. Lines	350,000	215,980	565,980
Totals:	650,000	225,980	875,980

Fund 452: Sewer Project Fund
Reedy Creek Sewer Trunkline (SW1706)

Revenues:	\$	\$	\$
452-0000-391-0529 Series 2013 B GO Pub Imp	4,613,619	0	4,613,619
452-0000-391-0531 Series 2014 B GO Bonds	810,000	0	810,000
452-0000-391-0540 Series 2015 A (Oct) GO	133,899	0	133,899

Pub Imp			
452-0000-391-0545 Series 2016 GO (Nov 4)	365,300	0	365,300
452-0000-391-4200 From Sewer Fund	1,237,745	(56)	1,237,689
Totals:	7,160,563	(56)	7,160,507

Expenditures:	\$	\$	\$
452-0000-606-9003 Improvements	7,160,563	(56)	7,160,507
Totals:	7,160,563	(56)	7,160,507

Fund 452: Sewer Project Fund
Sewer Line Improvements (SW1806)

Revenues:	\$	\$	\$
452-0000-391-4200 From Sewer Fund	400,000	(169,996)	230,004
Totals:	400,000	(169,996)	230,004

Expenditures:	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	10,478	0	10,478
452-0000-606-9026 Sewer Extensions	104,522	(34,833)	69,689
452-0000-606-9027 Sewer Taps	95,000	(84,836)	10,164
452-0000-606-9028 Sewer Improvements	190,000	(50,327)	139,673
Totals:	400,000	(169,996)	230,004

Fund 452: Sewer Project Fund
Colonial Heights PH4 (SW1511)

Revenues:	\$	\$	\$
452-0000-391-0525 Series 2009 D (BABS) GO	61,032	0	61,032
452-0000-391-0540 Series 2015 A (Oct) GO			
Pub Imp	3,564,344	(290,694)	3,273,650
452-0000-391-4200 From Sewer Fund	423,217	(423,217)	0
Totals:	4,048,593	(713,911)	3,334,682

Expenditures:	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	200,000	232,989	432,989
452-0000-606-9001 Land	100,000	(9,509)	90,491
452-0000-606-9003 Improvements	3,748,593	(937,391)	2,811,202
Totals:	4,048,593	(713,911)	3,334,682

Fund 452: Sewer Project Fund
Miscellaneous Sewer Line Rehab (SW1902)

Revenues:	\$	\$	\$
452-0000-391-0540 Series 2015 A (Oct) GO			
Pub Imp	0	290,694	290,694
452-0000-391-4200 From Sewer Fund	250,000	423,269	673,269
Totals:	250,000	713,963	963,963

Expenditures:

	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	0	100,000	100,000
452-0000-606-9026 Sewer Extensions	40,000	0	40,000
452-0000-606-9027 Sewer Taps	20,000	0	20,000
452-0000-606-9028 Sewer Improvements	190,000	0	190,000
452-0000-606-9003 Improvements	0	613,963	613,963
Totals:	250,000	713,963	963,963

Fund 452: Sewer Project Fund
Sewer Line Improvements (SW1905)

Revenues:

	\$	\$	\$
452-0000-391-4200 From Sewer Fund	250,000	170,000	420,000
Totals:	250,000	170,000	420,000

Expenditures:

	\$	\$	\$
452-0000-606-9026 Sewer Extensions	40,000	0	40,000
452-0000-606-9027 Sewer Taps	20,000	20,000	40,000
452-0000-606-9028 Sewer Improvements	190,000	150,000	340,000
Totals:	250,000	170,000	420,000

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

JOHN CLARK, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Providing for the FY20 Community Development Block Grant Budget

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

Action Form No.: AF-143-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2018
Staff Work By: Haga, Smith
Presentation By: Haga

Recommendation:

Approve 2020 CDBG Budget Ordinance.

Executive Summary:

Each year the City receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. The funding for this year's grant was presented to, considered and approved by the BMA in May. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Providing for the FY20 Community Development Block Grant Budget

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

Action Form No.: AF-143-2019
Work Session: June 3, 2019
First Reading: June 4, 2019

Final Adoption: June 18, 2018
Staff Work By: Haga, Smith
Presentation By: Haga

Recommendation:

Approve 2020 CDBG Budget Ordinance.

Executive Summary:

Each year the City receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. The funding for this year's grant was presented to, considered and approved by the BMA in May. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$391,364.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
COMMUNITY DEVELOPMENT FUND			
Appropriation			
CD2001	CDBG Administration		
124-0000-603-1010	Salaries	\$35,895	
124-0000-603-1020	Social Security	\$ 5,292	
124-0000-603-1030	Health Insurance	\$14,418	
124-0000-603-1040	Retirement	\$12,811	
124-0000-603-1050	Life Insurance	\$ 130	
124-0000-603-1052	Long Term Disability	\$ 125	
124-0000-603-1060	Workman's Compensation	\$ 111	
124-0000-603-1061	Unemployment Insurance	\$ 40	
124-0000-603-2010	Advertising and Publication	\$ 500	
124-0000-603-2021	Accounting/Auditing	\$ 1,200	
124-0000-603-2034	Telephone	\$ 1,000	
124-0000-603-2040	Travel	\$ 5,000	
124-0000-603-2043	Dues/Membership	\$ 1,000	
124-0000-603-3010	Office Supplies	\$ 500	
124-0000-603-3011	Postage	\$ 250	
124-0000-331-1000	Community Development Block Grant		\$78,272
CD2004	KAHR Program		
124-0000-603-1010	Salaries	\$ 33,284	
124-0000-603-4023	Grants	\$124,808	
124-0000-331-1000	Community Development Block Grant		\$ 158,092
CD2005	Community Enrichment		
124-0000-603-4023	Grants	\$ 35,000	
124-0000-331-1000	Community Development Block Grant		\$ 35,000
CD2025	Code Enforcement		
124-0000-603-1010	Salaries	\$ 50,000	
124-0000-331-1000	Community Development Block Grant		\$ 50,000

CD2035

124-0000-603-4023

124-0000-331-1000

HOPE VI – Section 108

Grants

\$ 70,000

Community Development Block Grant

\$ 70,000

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

JOHN CLARK

Mayor

ATTEST:

SIDNEY H. COX

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY

City Attorney



AGENDA ACTION FORM

Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2019-2020 Benefiting the General Welfare of Kingsport Residents

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

Action Form No.: AF-131-2019
Work Session: June 17, 2019
First Reading: N/A

Final Adoption: June 18, 2019
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport desires to enter into agreements with various agencies and organizations for services in fiscal year 2019-2020 benefiting the general welfare of Kingsport residents. The list of agencies and organizations is attached as supplemental information.

Attachments:

- 1. Supplemental Information
- 2. Resolution
- 3. Agreements

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2019-2020 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2019-2020 benefiting the general welfare of city residents with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program; Greater Kingsport Area Chamber of Commerce, Inc. for the Kingsport Convention and Visitors Bureau-Summer Concert Series, and the Healthy Kingsport Program.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for services in fiscal year 2019-2020 benefiting the general welfare of City of Kingsport residents with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program; Greater Kingsport Area Chamber of Commerce, Inc. for the Kingsport Convention and Visitors Bureau-Summer Concert Series, and the Healthy Kingsport Program.

SECTION II. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2019-2020 budget.

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 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Supplemental Information – AF-131-2019

The City of Kingsport desires to enter into agreements with the following agencies and organizations for services in fiscal year 2019-2020 benefiting the general welfare of City of Kingsport residents:

- Children's Advocacy Center of Sullivan County
- Downtown Kingsport Association
- First Tennessee Development District
- First Tennessee Human Resource Agency
- Holston Business Development Center
- Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program
- Kingsport Ballet (DANCE CO. Program)
- Kingsport Housing and Redevelopment Authority for the Redevelopment Program
- Kingsport Theatre Guild
- PETWORKS Animal Services, Inc.
- Symphony Of The Mountains
- Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program
- Kingsport Chamber Foundation for the Small Business Development and Entrepreneurship Program (KOSBE)
- Healthy Kingsport
- Greater Kingsport Area Chamber of Commerce, Inc. for the Kingsport Convention and Visitors Bureau-Summer Concert Series

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

WITNESSETH:

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

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

WHEREAS, CHILDREN'S CENTER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a children's advocacy center for abused children in the Sullivan County area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHILDREN'S CENTER.
2. **DESCRIPTION OF THE PROJECT.**

CHILDREN'S CENTER agrees as follows:

A. Education and Training Coordination

- The Child Advocacy Center provides educational and prevention programs as well as in-depth training programs for professionals about child abuse

B. Medical Examination Program

- The Child Advocacy Center provides medical exams for children, which assist in the collection of physical evidence, as well as attends to the child's physical needs.

C. Child Protective Investigative Team

- Sullivan County professionals from DCS, law enforcement, the district attorney's office, mental health, and juvenile court work to provide services to children and families in a unified effort.

D. Court Group

- The Child Advocacy Center provides several means of support to any child and family who have to appear in court.

E. Mother Advocate Program

- The Mother Advocate Program is designed to support the non-offending parents in cases of alleged sexual abuse in such a manner that they can act responsibly to protect and support the alleged child victim.

F. Transportation

- The Children's Advocacy Center staff and volunteers provide van transportation to clients and their families when needed.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHILDREN'S CENTER under this Agreement will not exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).

4. **REQUEST FOR REIMBURSEMENT.** CHILDREN'S CENTER will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** CHILDREN'S CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CHILDREN'S CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHILDREN'S CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHILDREN'S CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable

compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHILDREN'S CENTER, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHILDREN'S CENTER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

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

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

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

**CHILDREN'S ADVOCACY
CENTER OF SULLIVAN
COUNTY, INC.**

Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
DOWNTOWN KINGSPORT ASSOCIATION
“CENTRAL BUSINESS DISTRICT PROJECT”

THIS AGREEMENT made and entered into as of this ____ day of July, 2019, by and between the City of Kingsport, hereafter called “CITY” and the Downtown Kingsport Association, hereafter called “ASSOCIATION”.

WITNESSETH:

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

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

WHEREAS, ASSOCIATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide services in the central business district and to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ASSOCIATION, and responsibilities of each party.
2. **DESCRIPTION OF THE PROJECT.** ASSOCIATION agrees as follows to undertake the following action items and responsibilities:
 - A. Implement the City’s policy and objectives for and in downtown Kingsport.
 - B. Maintain Main Street certification and implement the Main Street action program.
 - C. Undertake a marketing program for downtown Kingsport, which should include:

1. Providing a printed guide to downtown;
 2. Creating and maintaining a website promoting downtown; and
 3. Partnering with other entities tasked with promoting Kingsport (e.g. work closely with KCVB and the Chamber to develop & promote activities that attract visitors, encourage overnight/weekend stays).
- D. Become the point of education for downtown stakeholders by conducting workshops for business and property owners about facade grants and other incentive programs, like Tax Increment Financing and provide supporting reasons to consider such incentives.
- E. Produce events that promote downtown, including by way of example:
1. Christmas lighting and provide storage and annual maintenance and refurbishment of holiday street light decorations, including any painting, taping, rewiring and re-building of each decoration
 2. Fall for Downtown Kingsport;
 3. Black Friday;
 4. Halloween; and
 5. July 4.
 6. Promote Downtown Events- Downtown Wine Festival, Farm to Table Event, Downtown Holiday Loft Tours, and First Thursday and Merchant Open House Events;
 7. Work with OneKingsport committee regarding any post summit projects that are identified pertaining to the Downtown Core;
 8. Enhance Church Circle Improvements;
 9. Oversee a Young Professional Network organization that attracts and retains young professionals to Kingsport: PEAK; and
 10. Aesthetic Community Designs will be promoted through a number of initiatives from the DKA Design Committee.
- F. Operate a Welcoming Committee to facilitate the creation and success of new business ventures in downtown including becoming the point of information for topics related to downtown which should include meeting with potential business owners and developers to provide:

1. a thorough presentation of downtown advantages such as available grants, past incentive packages, available properties and their general costs, Tax Increment Financing, overview of the businesses currently downtown, value placed on arts, culture and history, discussion of community partnerships available to ensure their business' success (marketing through the Chamber, KCVB, etc.);
2. a one-half hour to one hour guided tour, as needed; and
3. leave behind collateral about downtown including contact information for key persons/organizations to assist in their decision making process.

G. Such other responsibilities as the board of mayor and aldermen may request and the DKA accept.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed NINETY THOUSAND (\$90,000.00). Twenty Two Thousand Five Hundred and NO/100 dollars (\$22,500.00) will be paid to the ASSOCIATION upon the proper execution of this Agreement by all parties. Twenty Two Thousand Five Hundred and NO/100 dollars (\$22,500.00) will be paid to the ASSOCIATION on October 1, 2019; Twenty Two Thousand Five Hundred and NO/100 dollars (\$22,500.00) will be paid to the ASSOCIATION on January 1, 2020; and Twenty Two Thousand Five Hundred and NO/100 dollars (\$22,500.00) will be paid to the ASSOCIATION on April 1, 2020.

4. **REQUEST FOR REIMBURSEMENT.** ASSOCIATION will submit a report to the CITY showing the actual net operating costs incurred on a biannual basis using forms and procedures specified by CITY. The reports are due upon the proper execution of this Agreement by all parties and on January 2, 2020.

5. **REIMBURSEMENT BY CITY.** CITY will review the semiannual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

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

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

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

(C) The proposed use of the municipal assistance.

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

fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed \$117,500.00.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and ASSOCIATION have previously agreed that the project term for this Agreement is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to

the Board of Mayor and Aldermen at a public meeting to describe the results of the project.

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

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

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

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

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

DOWNTOWN KINGSPORT ASSOCIATION

Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

WITNESSETH:

WHEREAS, FTDD is a political subdivision of the State of Tennessee and is eligible to receive funds for this purpose; and

WHEREAS, FTDD has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide an advocate for issues of regional concern for area wide planning and intergovernmental relations and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FTDD.
2. **DESCRIPTION OF THE PROJECT.**
FTDD agrees as follows:
 - A. To be a liaison for local governments and state and federal governments.
 - B. To provide data collections services, regional plan preparations, project implementation activities, grants management and preparation, coordination

functions and technical assistance.

C. To provide the residents of Kingsport with a means to cooperate in comprehensive regional programs to prevent future environmental degradation and to resolve existing waste disposal problems.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).

4. **REQUEST FOR REIMBURSEMENT.** FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

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

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

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

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FTDD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FTDD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FTDD will establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FTDD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed

by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** FTDD will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FTDD, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FTDD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

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

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

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

**FIRST TENNESSEE
DEVELOPMENT DISTRICT**

Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE FIRST TENNESSEE HUMAN RESOURCE AGENCY

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

WITNESSETH:

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

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

WHEREAS, FIRST TENNESSEE has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to help provide an additional staff person to help protect individuals who are abused or neglected in the Kingsport area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FIRST TENNESSEE.

2. DESCRIPTION OF THE PROJECT.

FIRST TENNESSEE agrees as follows:

A. To provide basic homemaker service to include:

- Provide instructional training in light housekeeping, laundry, cooking, personal care, and grocery shopping.
- Provide educational assistance with banking, budgeting, and bill payments.

- Provide medication pick-up and monitoring as well as assistance with medical appointments and transportation to those appointments.
- Provide coordination with area agencies and local charities and assistance with utilization of other public services.

B. Provide self-sufficiency and prevent institutional placement by providing in-home care for individuals in threat of harm due to abuse or neglect.

- 3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed NINE THOUSAND EIGHT HUNDRED DOLLARS (\$9,800).
- 4. REQUEST FOR REIMBURSEMENT.** FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.
- 5. REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- 6. AUDITS.** FIRST TENNESSEE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FIRST TENNESSEE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FIRST TENNESSEE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
- 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FIRST TENNESSEE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST TENNESSEE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINE THOUSAND EIGHT HUNDRED DOLLARS (\$9,800).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FIRST TENNESSEE, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.
FIRST TENNESSEE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

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

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

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

**FIRST TENNESSEE HUMAN
RESOURCE AGENCY**

Jason Cody
Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE,

AND

**HOLSTON BUSINESS GROUP
SMALL BUSINESS INCUBATOR PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2019, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

WITNESSETH:

WHEREAS, HOLSTON is a not-for-profit corporation as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for creation and operation of a small business incubator, and CITY has requested that HOLSTON be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, HOLSTON is willing to create and operate the Small Business Incubator Program; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

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

I. TERM.

This Agreement will be for a term of twelve (12) months commencing July 1, 2019 through June 30, 2020, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020, without its written consent.

II. SCOPE OF WORK.

HOLSTON will promote, coordinate, develop and operate the Small Business Incubator Program to assist and develop small businesses.

III. MONITORING AND REPORTING REQUIREMENTS.

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

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

IV. COMPENSATION.

- A. CITY will pay HOLSTON Thirty Six Thousand and NO/100 (\$36,000.00) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2019; October 1, 2019; January 1, 2020; and April 1, 2020).
- C. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of

such costs and will not constitute a waiver of any violation of the terms of the Agreement.

- D. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HOLSTON's fiscal year for which operating assistance is provided, HOLSTON will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for HOLSTON's fiscal year.
- E. HOLSTON will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HOLSTON further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

HOLSTON will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. HOLSTON will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

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

VII. STAFFING.

- A. HOLSTON will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, HOLSTON will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause, HOLSTON fails to fulfill in a timely and proper manner the

obligations of this Agreement, or if HOLSTON violates any of the covenants, agreements, or stipulations of this Agreement, CITY will thereupon have the right to terminate this Agreement. If CITY is entitled to terminate this Agreement for cause, as a condition precedent to the exercise of such right the CITY will give HOLSTON and written notice specifying such default and HOLSTON will have right to cure the specified default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written notice to the other parties terminate this Agreement on a date certain. All payments by CITY to HOLSTON will be suspended until the default is cured if the default is in part caused by HOLSTON, and HOLSTON will not be entitled to further payment if the Agreement is terminated pursuant to this paragraph if the default is in part caused by HOLSTON.

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. HOLSTON designates the Corporate Secretary as its representative for this Agreement. HOLSTON will provide any relevant information requested by CITY concerning the Small Business Incubator Program of HOLSTON, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. ASSURANCES.

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

XII. REPORTING.

HOLSTON will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

HOLSTON BUSINESS GROUP

Executive Director

ATTEST:

By: _____

CITY OF KINGSPORT, TENNESSEE

ATTEST:

City Recorder

JOHN CLARK
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BETWEEN THE CITY OF KINGSPORT, TENNESSEE, AND THE HOLSTON BUSINESS GROUP FOR THE SMALL BUSINESS INCUBATOR PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted (CY 2015): 44
2. Total employment of assisted start-ups (CY 2015): 406
3. Announced capital investment (CY 2017): \$188,658.00
4. "Graduation" rate (the number of businesses that leave the incubator and locate in Kingsport): 4%
5. Jobs created (CY 2015): 27

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT CHAMBER FOUNDATION
“KEEP KINGSPORT BEAUTIFUL PROGRAM”

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

WITNESSETH:

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

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

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

- 1. PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
- 2. DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

To develop and carry out short term and long term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:

- Litter prevention.
 - o Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
 - o Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
 - o Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other undesirable items.
 - o Involving the community with the annual Great American Cleanup.
- Beautification of the environs.
 - o Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
 - o Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.
- Promotion of recycling.
- Promotion of environmental improvements.
- Increase public awareness through education and promotion.
 - o Coordinating the annual Conservation Camp for 4th graders.
 - o Maintaining the Environmental Reading program and other educational programs.
- Recognition of excellence in environmental and beautification improvements.
 - o Coordinating, preparing and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
 - o Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY THREE THOUSAND AND NO DOLLARS and NO/100 (\$43,000.00).

4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS and no/100 (\$21,500.00) each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.

5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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

KINGSPORT CHAMBER FOUNDATION

MILES BURDINE
Secretary

ATTEST:

By: _____
ROBIN CLEARY
Director, Keep Kingsport Beautiful

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM;

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT BALLET
“DANCE CO.”

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSPORT BALLET".

WITNESSETH:

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

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

WHEREAS, KINGSPORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSPORT BALLET with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSPORT BALLET.
2. **DESCRIPTION OF THE PROJECT.**

KINGSPORT BALLET agrees to provide free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach (DANCE CO.) program.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLETT under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200.00).
4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT BALLETT will bill CITY for payment of funds after July 1, 2018, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** KINGSPORT BALLETT prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KINGSPORT BALLETT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLETT with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KINGSPORT BALLETT will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLETT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT BALLETT will not assign any

rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KINGSPORT BALLETT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT BALLETT will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KINGSPORT BALLETT hereby assures CITY that KINGSPORT BALLETT is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT BALLETT will provide any relevant information requested by CITY concerning KINGSPORT BALLETT's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KINGSPORT BALLETT have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to KINGSPORT BALLETT can be used to reimburse KINGSPORT BALLETT for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** KINGSPORT BALLETT will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to KINGSPORT BALLETT assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLETT'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT BALLETT is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLETT nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KINGSPORT BALLETT, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.
KINGSPORT BALLET will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

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

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

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

KINGSPORT BALLET

BERTINA S. DEW
Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY
“REDEVELOPMENT PROGRAM”

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

WITNESSETH:

WHEREAS, KHRA is authorized by the State of Tennessee to administer redevelopment activities within the City and is eligible to receive funds for this purpose; and

WHEREAS, KHRA has requested financial assistance pursuant to said Sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide administrative services for the City's Redevelopment Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the services will be carried out by KHRA.
2. **DESCRIPTION OF THE PROJECT.**

KHRA agrees as follows:

- A. To provide the City of Kingsport with Redevelopment Program administrative services including data collections, plan preparation, project implementation activities, grants management and preparation, coordination functions and technical assistance.
- B. Work with the Kingsport Economic Development Board and the City to encourage and promote the downtown area.

- C. Work with the Kingsport Economic Development Board and its Façade and Redevelopment Committee to promote the aesthetics for the downtown area and the redevelopment of downtown properties through the Façade and Redevelopment Grant Program.
 - D. KHRA will work with the city to identify and redevelop old industrial sites and infrastructure.
 - E. KHRA will work with the City to implement OneKingsport Initiatives, including the redevelopment of all KHRA housing.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed FORTY THOUSAND AND NO DOLLARS (\$40,000.00).
4. **REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** KHRA prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KHRA will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KHRA with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees

to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed FORTY THOUSAND AND NO DOLLARS (\$40,000.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2019. In no event shall CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KHRA, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

**KINGSPORT HOUSING AND
REDEVELOPMENT AUTHORITY**

TERRY CUNNINGHAM
Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT THEATRE GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

WITNESSETH:

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

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

WHEREAS, THEATRE GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist THEATRE GUILD in producing and presenting community-wide productions. The staff and actors are from the Greater Tri-Cities area. The THEATER GUILD hosts a Youth Camp and Teen Camp in the summer and partners with Barter Youth Academy to provide workshops in the fall, spring and summer targeting a young audience and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by THEATRE GUILD.

2. **DESCRIPTION OF THE PROJECT.**

THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2019-2020 theatre season.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of funds after July 1, 2019, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** THEATRE GUILD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105 THEATRE GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of THEATRE GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** THEATRE GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. THEATRE GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** THEATRE GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** THEATRE GUILD will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. THEATRE GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by THEATRE GUILD, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

KINGSPORT THEATRE GUILD

TINA RADTKE
Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

CITY OF KINGSPORT, TENNESSEEError! Bookmark not defined.

AND

PETWORKS ANIMAL SERVICES, INC.

OPERATIONAL AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called "CENTER".

WITNESSETH:

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, provide animal control; and,

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and shelter for CITY and its residents; and

WHEREAS, CENTER will provide certain animal control and shelter services for the City of Kingsport and its residents; and

WHEREAS, except for a Lease between the parties concerning the real property on which the CENTER building is located, CITY and CENTER wish to substitute this written agreement for any previous written Agreement or agreements between the parties, it is, therefore, understood by and between the parties that any such previous agreements will be terminated at the time of the execution of this Agreement and that the relationship of the parties will hereafter be governed by the terms of this Agreement; and,

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

SECTION 1. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to provide an Animal Control/Shelter Program for CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CENTER.

SECTION 2. DESCRIPTION OF THE PROJECT.

CENTER agrees as follows:

- A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by CENTER.
- B. Maintain regular hours of operation at its premises, such hours being open to the public at a minimum of four (4) hours per weekday in the afternoon, and four (4) hours on weekends, either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, or other unusual occurrences.
- C. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement.
- D. Provide and be responsible for at least one trained assistant to be present with the Manager at all times during the operation of the Animal Control/Shelter Program. At least two trained assistants, paid or volunteer, will be present to assist the public when the shelter is open to the public and the Manager is not on duty.
- E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds.
- F. Admit animals to the facility on a daily basis, except on those holidays when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for CITY Animal Control Officers for after-hours or emergency admissions

to the shelter.

- G. CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes. When Animal Control Officers are unavailable, CENTER may release to owners making a claim, any animal placed in the shelter by Animal Control Officers, provided that the owner completes a form, provided by CITY, which states their ownership, their name and address, and is signed by them. Said completed form will be forwarded to the Animal Control Officers for follow-up prosecution of violations of animal control laws. Exception: Animal Control Officers may require CENTER to hold animals until the owner makes personal contact with the Animal Control Officer in regard to aggravated offenders when the previous procedure has proven inadequate in identification and prosecution of habitual offenders of animal control laws.
- H. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.
- I. Maintain an animal lost and found service.
- J. Maintain appropriate administrative records.
- K. Prepare a monthly administrative report for CITY which will include the following information: number of animals placed at the shelter in the month, number of adoptions, number of animals reclaimed by owners, number of animals euthanized, number of injured animals picked up, number of animals remaining at the shelter, and all monetary transactions for the month. In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY.
- L. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian treatment, charges etc.).
- M. Provide information on animals brought to the shelter to a newspaper of general circulation within city.
- N. Encourage adoption through appropriate news media, including "Pet of the Week" features, stories and interviews.
- O. Provide for the training of assistants to work at the shelter.
- P. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

SECTION 3. RESPONSIBILITY FOR EXPENSES.

It is understood and agreed by the parties that CENTER is to be self-sustaining financially. Specifically, but without limitation, CENTER will be responsible for the following expenses:

- A. CENTER will pay for all food for the animals in the program.
- B. CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.
- C. CENTER will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.
- D. CENTER will perform, and bear the expense for all euthanasia and CITY will assume responsibility for final disposal of animals. CENTER will establish a standard time and date for euthanized animal pick-ups.
- E. Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.
- F. CITY will bear expense of all wild animals captured in the corporate limits of CITY brought to the shelter for euthanasia or veterinary services. The CENTER will be responsible for domesticated animals.
- G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will then have five (5) additional days for adoption of animals. At the end of ten (10) full days, CENTER will euthanize the animals unless, in some instances, the animals are of good breeding, character, non-violent and in good health, and the CENTER can show justification to the Chief of Police or his designee, the animal can be held for an extended period thereafter determined by an agreement between CENTER and the Kingsport Police Department for the purpose of adoption but not to exceed a total period of three weeks (21 days). The decision to hold animals of this nature will only be merited on space availability. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately destroyed following the waiting period or upon meeting the requirements of City Ordinance 14-96 be destroyed immediately.

SECTION 4. MAXIMUM PAYMENT.

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed TWO HUNDRED AND FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$215,800.00). The payment will be made on July 1, 2019.

SECTION 5. PAYMENT BY CITY.

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

SECTION 6. AUDITS.

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

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

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

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.

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

SECTION 8. LIABILITY.

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

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

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

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

SECTION 11. CHANGES.

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

SECTION 12. ASSIGNMENT AND SUBLETTING.

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

SECTION 13. TERMINATION.

This Agreement may be terminated by CITY at any time by giving written notice to CENTER at least thirty (30) days before the effective date of such termination. The parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.

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

SECTION 15. ASSURANCES.

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

SECTION 16. OPERATING INFORMATION.

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

SECTION 17. PROJECT TERM.

The term of this Agreement will be one (1) year, commencing upon the day and date above written.

SECTION 18. MISCELLANEOUS.

This written Agreement represents the entire Agreement of the parties, except for a lease between the parties concerning the real property on which the CENTER building is located, and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

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

**CITY OF KINGSPORT,
TENNESSEE**

**PETWORKS ANIMAL SERVICES, -
INC.**

JOHN CLARK
Mayor

JUDY SMITH
Budget Director

ATTEST:

City Recorder

President

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
SYMPHONY OF THE MOUNTAINS

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

WITNESSETH:

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

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

WHEREAS, SYMPHONY will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.
2. **DESCRIPTION OF THE PROJECT.** SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to SYMPHONY under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).

4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2018, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** SYMPHONY prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the

event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** SYMPHONY will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by SYMPHONY, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** SYMPHONY will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

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

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

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

SYMPHONY OF THE MOUNTAINS

MELISSA ROBERTS
General Manager

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION, INC.
"MOVE TO KINGSPORT PROGRAM"**

THIS AGREEMENT made and entered into as of the 1st day of July, 2019, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "CHAMBER".

WITNESSETH:

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

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort to enhance current efforts and to actively recruit residents of quality to Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for residential recruitment support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

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

I. TERM.

The term for this Agreement is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses

incurred after June 30, 2020.

II. SCOPE OF WORK.

- A. The scope of work for this Agreement will be to assist in the enhancement and formulation of the Chamber's program of processing relocation inquiries and relocation recruiting as a non-traditional form of economic development.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the community.
- C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Accordingly the CHAMBER agrees:
 1. Establish and continue on with a Program Council consisting of representatives of the City, Chamber, NETWORKS, Real Estate professionals and others. The responsibilities of this Council are as advisory and oversight. The Chair of said Council will serve as a Vice President on the Board of Directors of the Chamber; and
 2. To maintain the necessary support staff to provide logistical support and advice to the Kingsport Residential Recruitment program; and
 3. To provide some or all of the following, as needed:
 - Maintain a dedicated internet web site (movetokingsport.com) to recruit people to move to Kingsport.
 - Establish and implement a marketing plan to promote said web site.
 - Enhance, expand and synergize existing materials used to respond to relocation inquiries, including a 4-color relocation guide to Kingsport, movetokingsport.com information, Kingsport map, real estate information, employment information and other community information.
 - Coordinate and assist with NETWORKS in their link to the state of Tennessee's Recruitment Co Op, American Association of Retirement Communities' membership and other related efforts.
 - Continue the employer assistance program in recruiting professionals to live and work in Kingsport.

III. MONITORING AND REPORTING REQUIREMENTS.

CHAMBER will provide CITY with annual written reports delivered by the third Monday in February where CHAMBER will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the report and present an update. The report will detail the efforts taken by CHAMBER toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, CHAMBER will assess the impact its efforts have had on residential recruitment, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

A. CITY will pay CHAMBER TWENTY FIVE THOUSAND and NO DOLLARS (\$25,000.00) for the term of this agreement for services provided as described in Section II Scope of Work.

B. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

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

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

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

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. §6-56-105. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

D. CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report

at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

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

VII. STAFFING.

- A. CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, CHAMBER will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY FIVE THOUSAND and NO DOLLARS (\$25,000.00).

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

The City Manager will serve as the CITY representative on the Board of CHAMBER, and will be entitled to attend all meetings of CHAMBER, and participate on all issues before the Board.

XII. ASSURANCES.

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

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

XIV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

KINGSPORT CHAMBER FOUNDATION, INC.

MILES BURDINE
President and CEO

CITY OF KINGSPORT, TENNESSEE

ATTEST:

City Recorder

JOHN CLARK
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR THE MOVE TO KINGSPORT PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of relocation requests received and served by the Chamber:
(CY 2015)- 2,824
Source: Annual survey of prospects
2. Number of “unique visitors” on the movetokingsport.com web site:
(CY 2015)- 12,487
Source: Annual survey of prospects
3. Number of newcomers as evidenced by water taps:
(FY 2015) - 192
Source: Finance Department

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION
"SMALL BUSINESS DEVELOPMENT
AND ENTREPRENEURSHIP PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2019, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "FOUNDATION".

WITNESSETH:

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

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for small business development support and CITY has requested that FOUNDATION be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the FOUNDATION is willing to create the Office of Small Business Development and Entrepreneurship; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

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

I. TERM.

The term for this Agreement is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.

II. SCOPE OF WORK.

- A. The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship. Notwithstanding anything in this agreement to the contrary, all funds provided by the CITY under this agreement will be used only to accomplish the purposes set forth in this Section II.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by FOUNDATION with input from CITY and other members of the small business community.
- C. FOUNDATION will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Under separate agreement, FOUNDATION may manage the small business incubator program.
- F. The parties agree to jointly establish the criteria, qualifications, and job description for the fulltime small business development professional contemplated to be hired by FOUNDATION pursuant to this Agreement. Accordingly the FOUNDATION agrees:
 - 1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and
 - 2. To maintain the necessary support staff to provide logistical support and advice to the executive director of the Office of Small Business Development and Entrepreneurship; and

3. To provide some or all of the following, as needed:

- Establish an education course in entrepreneurship—"School of Entrepreneurship-Small Business University" . . .Celebrate both success and failure to encourage risk taking
- Establish a pool of funds (loans, grants, venture capital)
- Expand the Business Advisory Panel. Make it available to more businesses. (Make it mandatory for those who receive a loan, grant, venture capital)
- Establish incentives program
- Continue seminars & training opportunities
- Live Here. Play Here. Shop Here. Dine Here. "Shop Here First Program"
- Establish a database of goods and services available and / or needed locally—Business-to-Business
- Create an environment that makes Kingsport the location of choice for healthcare providers
- Link to Holston Business Development Center
- Link to FOUNDATION networking opportunities
- Link to local business parks and retail/commercial locations
- Link to KHRA for redevelopment opportunities
- Link to developers
- Link to government agencies (especially city)
- Link to KEDP
- Solicit and address concerns/problems from existing businesses. Use a combination of BMA member, business leader, city staff and executive director of the Office of Small Business Development
- Maintain a working knowledge of available state / federal programs that can assist small business
- Link to grant writers as appropriate (Critical for technology-based businesses)
- Link to Sullivan County Economic Development Partnership
- Link to tourism (KCVB & NETTA)
- Link to First Tennessee Development District
- Link to Northeast Tennessee Tech Council
- Recruit people to start businesses in Kingsport (Local, national & international)
- Create positive attitude for doing business in Kingsport
- Continue lobbying local, state & federal officials for the benefit of small business
- Develop program for employee recruiters (Program will be similar to one developed for physicians)
- Continue *Kingsport Times-News* Small Business Start-up Contest
- Emphasize Ribbon Cuttings / Groundbreakings
- Expand program that helps businesses recruit key employees

III. MONITORING AND REPORTING REQUIREMENTS.

FOUNDATION will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June. On the third Monday in September and the third Monday in March FOUNDATION will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by FOUNDATION toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, FOUNDATION will assess the impact its efforts have had on small business growth and development, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

- A. CITY will pay FOUNDATION NINETY NINE THOUSAND and NO/100 Dollars (\$99,000.00) annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay the FOUNDATION Twenty Four Thousand and Seven Hundred and Fifty Dollars and NO/100 (\$24,750.00) on July 1, 2019 and payments of Twenty Four Thousand and Seven Hundred and Fifty Dollars and NO/100 (\$24,750.00) on October 1, 2019, January 1, 2020, and April 1, 2020, provided the agreement is not otherwise terminated.
- C. FOUNDATION will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 (\$25,000-\$50,000) dollars from sources other than CITY to fund the balance of this program. FOUNDATION will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will be provided in a format that is generally compatible with quarterly budget line item reports used by city departments. FOUNDATION will also provide some in kind contributions including work from members of the staff of FOUNDATION to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.
- D. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- E. FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

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

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

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

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

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

The FOUNDATION will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. FOUNDATION will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

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

VII. STAFFING.

A. FOUNDATION will pay its employees under this Agreement at least the Federal Minimum Wage.

B. In carrying out the work of this Agreement, FOUNDATION will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINETY NINE THOUSAND and NO/100 Dollars (\$99,000.00).

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. FOUNDATION designates the Corporate Secretary as its representative for this Agreement. FOUNDATION will provide any relevant information requested by CITY concerning the small business program of FOUNDATION, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

The City Manager will serve as the CITY representative on the Board of FOUNDATION, and will be entitled to attend all meetings of FOUNDATION, and participate on all issues before the Board.

XII. ASSURANCES.

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

XIII. REPORTING.

FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.

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

and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or their employees or agents.

XV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**KINGSPORT CHAMBER FOUNDATION,
INC.,**

MILES BURDINE
Secretary

AUNDREA WILCOX
Executive Director, Kingsport Office of
Small Business Development &
Entrepreneurship

CITY OF KINGSPORT, TENNESSEE

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

JOHN CLARK
Mayor

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA FOUNDATION OF COMMERCE, INC. FOR THE SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted: 103
Source: Prospect Management
2. Total employment of assisted start-ups: 555
Source: Annual survey of prospects
3. Announced Capital Investment: \$1,869,000
Source: Annual survey of prospects
4. Survival Rate: 10%
Source: Annual survey of prospects
5. Jobs Creation: 180
Source: Annual survey of prospects
6. Number of Businesses using Advisory Panel: 141
Source: Annual survey of prospects

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
HEALTHY KINGSPORT

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereinafter called "CITY", and the Healthy Kingsport, hereinafter called "HEALTHY KINGSPORT".

WITNESSETH:

WHEREAS, HEALTHY KINGSPORT is a non-profit charitable organization as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

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

WHEREAS, HEALTHY KINGSPORT will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to assist HEALTHY KINGSPORT with funds and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by HEALTHY KINGSPORT.

2. DESCRIPTION OF THE PROJECT.

HEALTHY KINGSPORT will work to develop and promote programs designed to promote positive health outcomes and provide information to improve the health for the citizens of Kingsport. HEALTHY KINGSPORT will provide reports on its implementation and progress of the project when and in the format requested by the city.

3. MAXIMUM PAYMENT. It is expressly understood and agreed that the total amount to be paid by CITY to HEALTHY KINGSPORT under this Agreement will not exceed FIFTY THOUSAND DOLLARS (\$50,000).

4. **REQUEST FOR REIMBURSEMENT.** HEALTHY KINGSPORT will bill CITY for payment of funds after July 1, 2018, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** HEALTHY KINGSPORT prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. HEALTHY KINGSPORT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HEALTHY KINGSPORT with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** HEALTHY KINGSPORT will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HEALTHY KINGSPORT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** HEALTHY KINGSPORT will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination HEALTHY KINGSPORT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIFTY THOUSAND DOLLARS (\$50,000).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** HEALTHY KINGSPORT will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** HEALTHY KINGSPORT hereby assures CITY that HEALTHY KINGSPORT is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** HEALTHY KINGSPORT will provide any relevant information requested by CITY concerning HEALTHY KINGSPORT's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and HEALTHY KINGSPORT have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to HEALTHY KINGSPORT can be used to reimburse HEALTHY KINGSPORT for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **REPORTING.** HEALTHY KINGSPORT will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HEALTHY KINGSPORT assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** HEALTHY KINGSPORT'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. HEALTHY KINGSPORT is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither HEALTHY KINGSPORT nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by HEALTHY KINGSPORT, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** HEALTHY KINGSPORT will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with HEALTHY KINGSPORT 'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of HEALTHY KINGSPORT and third persons.

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

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

HEALTHY KINGSPORT

Chief Financial Officer

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE

AND

THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC.
“KINGSPORT CONVENTION AND VISITORS BUREAU”
“SUMMER CONCERT SERIES”

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereafter called “CITY” and the Greater Kingsport Area Chamber of Commerce, Inc., hereafter called “CHAMBER”.

WITNESSETH:

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

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

WHEREAS, CHAMBER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

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

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to provide quality of life services and promote economic development in the downtown area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHAMBER.

2. DESCRIPTION OF THE PROJECT.

The CHAMBER agrees to provide the following:

A free Summer Concert Series, also known as the Downtown Concert Series, on Broad Street in fiscal year 2019.

Stage, sound system, concert staff, security adequate to ensure audience safety, publicity, crowd control, provision of sanitary and toilet facilities, clean up after the concerts, the acquisition of the proper music licenses, and other services needed to stage the performances;

Responsibility for the management of the events and for any royalty fees, performance fees, license fees or any other costs for the concerts; and

A comprehensive general liability insurance policy to the CITY from an insurance company authorized to do business in Tennessee applicable to the serving of beer at the concerts and providing insurance coverage for all liabilities including death, personal injury or property damage, arising out of or in any way related to the activities pursuant to this Agreement and the exercise of the rights and responsibilities described herein, in the amount of one million dollars (\$1,000,000) combined single limits. Such insurance shall be in a form satisfactory to the CITY'S risk manager, shall include an endorsement naming the CITY as additional insured under the coverage afforded, shall be primary and noncontributing with respect to any other insurance available to CITY, shall contain a severability of interest (cross-liability) cause, and shall require the insurer to provide to CITY at least 30 days prior notice of cancellation. Proof of such insurance, also in a form satisfactory to CITY'S risk manager, shall be filed with the risk manager.

3. **PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHAMBER under this Agreement will not exceed TWENTY THOUSAND (\$20,000) Dollars. These funds can only be used to acquire or enhance the performers for the concerts and the costs of providing the insurance required in paragraph 2 herein.

4. **REPORTING.** CHAMBER will report to CITY the actual costs incurred for acquiring the performers for the concerts and insurance required as needed using forms and procedures specified by CITY.

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

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

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

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

6. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

7. **USE OF NAME "TWILIGHT ALIVE."** The parties understand and agree that CITY is the owner and owns the rights to the service mark "Twilight Alive." During the duration of this Agreement CITY hereby grants to CHAMBER a royalty free, non-exclusive license to

use the name "Twilight Alive" and any images, symbol or logos owned by CITY pertaining to "Twilight Alive" for labeling, advertising, and promoting the concert series that is the subject of this Agreement. ASSOCIATOIN agrees to properly designate the use of the service mark by the use of abbreviation SM or TM following the words, and agrees it will do nothing to diminish the right of the CITY in such mark. CHAMBER shall not use the service mark other than as permitted herein.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** CHAMBER will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed Twenty Five Thousand (\$25,000) Dollars.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHAMBER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHAMBER will provide any relevant information requested by CITY concerning CHAMBER'S Summer Concert Series including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and CHAMBER agree that the project term for this Agreement is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.
15. **INDEPENDENT CONTRACTOR.** CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or its employees or agents.
16. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

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

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

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

**THE GREATER KINGSPORT AREA
CHAMBER OF COMMERCE**

MILES BURDINE, President and CEO

**KINGSPORT CONVENTION &
VISITORS BUREAU**

JUD TEAGUE, Executive Director

CITY OF KINGSPORT

JOHN CLARK, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney



AGENDA ACTION FORM

Renewing the Award for Janitorial & MRO Supplies/Equipment for FY20

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

Action Form No.: AF-147-2019
 Work Session: June 17, 2019
 First Reading: N/A

Final Adoption: June 18, 2019
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation: Approve the Resolution.

Executive Summary:

In June of 2015, following a thorough evaluation of City and Schools janitorial needs, the Janitorial Services Committee recommended and the BMA approved to enter into an agreement with The Home Depot Pro (formerly Supplyworks) to make them our primary custodial supplies & equipment vendor for FY16. City and Schools staff are recommending to extend the award to purchase janitorial and MRO supplies and equipment from The Home Depot Pro for FY20 as well. The estimated annual cost for janitorial & MRO items is \$250,000.

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

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

Funding is identified in various City and Schools accounts.

Attachments:

1. Resolution
2. Recommendation Memo & Vendor Letter

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SUPPLYWORKS FOR VARIOUS JANITORIAL ITEMS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS

WHEREAS, in June 2015, the board approved an agreement with Supplyworks for various janitorial supplies for the city and the school system; and

WHEREAS, Supplyworks has since changed its name to The Home Depot Pro; and

WHEREAS, the city would like to extend that contract for the fiscal year 2020; and

WHEREAS, the estimated annual cost for janitorial supplies would be in an amount not to exceed \$250,000.00; and

WHEREAS, the city is a member of U.S. Communities, a cooperative purchasing group that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, The Home Depot Pro, (formerly Supplyworks) has a contract with U.S. Communities; and

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

Now therefore,

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

SECTION I. That the extension of the agreement with The Home Depot Pro, (formerly Supplyworks) for various janitorial supplies, in an amount not to exceed \$250,000.00 for schools and city departments, is approved.

SECTION II. That the city manager is authorized to execute purchase orders to The Home Depot Pro, (formerly Supplyworks) for various janitorial supplies, in an amount not to exceed \$250,000.00 for schools and city departments.

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

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

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

ADOPTED this the 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Memo

To: Brent Morelock

From: Randy Salyer

Date: 3/27/2019

Re: Janitorial and MRO

Brent at this time I am happy with the items we are getting from the U S Communities and Supply Works we are able to place orders and track orders online. Everything we order is coming in within a few days and of good quality.

With the service and support we are getting I recommend we stay with Supply Works and U S Communities for FY20.

Randy Salyer

City of Kingsport

Facility Maintenance Supervisor

3-26-19

Brent,

Per your request of receiving a memo, I highly recommend Kingsport City Schools stay with US Communities for the supplies we purchase and other items they offer that we may need.

I am very happy with the pricing, service, and the programs we have established to make the ordering/delivery process efficient for our schools. Their support is exceptional.

We are able to track orders, keep our budget current with each order, and view a history of our orders. All of this helps in our planning while we work to control cost.

Sincerely,

Bill Shedden

Supervisor of Maintenance & Custodial Services

Kingsport City Schools



AGENDA ACTION FORM

Amend the Fee Resolution for FY 2020 Fees and Charges Provided for in the City Code

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

Action Form No.: AF-141-2019
Work Session: June 17, 2019
First Reading: N/A

Final Adoption: June 18, 2019
Staff Work By: Angie Marshall, Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Fee Resolution.

Executive Summary:

This proposed resolution incorporates revisions based on changes made to Chapter 54 – Library, Chapter 66 – Parks and Recreation, Chapter 86 – Solid Waste, Chapter 102 – Utilities, and Chapter 110 Vehicles for Hire. The attached spreadsheet and word document highlights the fees that have been added, amended and/or deleted. Staff recommends the BMA formally approve this resolution to set FY20 fees and charges accordingly.

Attachments:

1. Fee Resolution
2. Summary of Changes Spreadsheet

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

RESOLUTION NO. 2019-

A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES

WHEREAS, a Code of Ordinances of the City of Kingsport, Tennessee, went into effect October 26, 2012; and

WHEREAS, various fees and charges provided for in said Code must be set by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport that the rates, fees, and charges as provided by the Kingsport City Code be approved as provided for in the following schedule.

KINGSPORT CODE OF ORDINANCES

SCHEDULE OF FEES AND CHARGES

ADOPTED BY RESOLUTION NO. 2019- , June 20, 2019

Effective July 1, 2019, unless otherwise stated herein

Chapter 2 - Administration

A.	Returned check handling charge	\$30.00
B.	Kingsport City Flag	Cost + \$5.00
C.	City Court costs (per case)	\$60.00
	(a) State Litigation fee	\$13.75
	(b) Local Litigation fee	\$13.75
D.	Public Records	
	1. Code of Ordinances	
	(a) 2012 Code of Ordinances (hard copy)	\$188.00
	(b) 2012 Code of Ordinances (hard copy in binder with tabs)	\$293.00
	(c) Each Supplement to the 2012 Code of Ordinances (hard copy).....	\$63.81
	(d) Each Supplement to the 2012 Code of Ordinances (hard copy in binder with tabs).....	\$60.00
	2. Copy/Duplication	
	(a) Per page – black and white (more than 10 pages).....	\$0.15
	(b) Per page – color (more than 10 pages)	\$0.50
	(c) Audiotape	\$5.00
	(d) Compact Disc	\$5.00
	(e) Digital Video Disc	\$5.00
	(f) Cost of labor, in excess of one hour, spent locating, retrieving, redacting and reproducing requested records.	
E.	Credit and Debit Card Transactions and Convenience Fees	
	1. Payment transactions made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods	\$3.00
	(a) Transaction Limit on Utility Payments made by Credit or Debit Cards utilizing one of the methods above	\$500.00
	2. Payment transactions made "face-to-face".....	\$0.00
	(a) Transaction Limit on Utility Payments made by Credit or Debit Cards "face-to-face".....	\$2,500.00
	3. Payment transactions made via internet through Kingsport Public Library payment systems.....	\$0.50
F.	Property Taxes Paid with Credit and Debit Card Transactions, including real or personal	
	1. Card Processing Fee for Property taxes paid with a Debit or Credit Card.....	2.75%
G.	Engineering	
	1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).	
	(a) Construction plans, specifications, bid form and associated documents	\$50.00

Chapter 6 - Alcoholic Beverages and Beer (all application filing fees are nonrefundable)

- A. On-Premises and/or Off-Premises beer permit application filing fee \$250.00
- B. Special occasion/Multiple event beer application fee (calendar year fee)..... \$50.00
- C. Temporary beer application fee \$50.00

Chapter 14 - Animals

- A. Picking Up Animal Carcasses from Veterinarians
 - 1. Up to 50 pounds \$4.00
 - 2. 51 - 99 pounds \$6.00
 - 3. Over 100 pounds..... \$25.00

Livestock carcasses will be picked up only upon approval of the Chief of Police.
The fee shall be determined on the basis of the cost for equipment and personnel.

Chapter 22 - Building and Building Regulations

- A. Electrical
 - 1. Permit fees
 - (a) Minimum electrical inspection fee \$20.00
 - (b) Outlets, each \$0.50
 - (c) Luminaires, each \$0.50
 - (d) Switches, each \$0.50
 - (e) Motors
 - (1) Fractional \$1.00
 - (2) Each additional motor or horsepower or fraction thereof \$1.00
 - (f) Services
 - (1) Up to and including 100 amperes..... \$20.00
 - (2) Each additional 100 amperes..... \$10.00
 - (g) Temporary Service \$20.00
 - (h) Water Heater \$5.00
 - (i) Range..... \$5.00
 - (j) Dryer \$5.00
 - (k) Transformer, each KVA \$0.50
 - (l) Heating System, per KW \$1.00
 - (m) Additional inspections made necessary by insufficient or unacceptable work..... \$20.00
 - 2. Technology Fee \$5.00
 - 3. Electricians
 - (a) Examination fee..... \$20.00
 - (b) Electric contractor annual licensing fee..... \$50.00
- B. Gas
 - 1. Gas permit fees
 - (a) Minimum gas inspection fee \$20.00
 - (b) Conversion burners, heating boilers
 - (1) Up to and including 1,200 square feet of steam or 1,800 square feet of water..... \$20.00
 - (2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water \$25.00
 - (3) 5,001 to 25,000 square feet of steam..... \$35.00
 - (4) Over 25,000 square feet of steam..... \$45.00
 - (c) Conversion burners, power boilers

	(1)	Up to and including 5 horsepower	\$20.00
	(2)	6 - 50 horsepower	\$25.00
	(3)	51 - 150 horsepower	\$35.00
	(4)	Over 150 horsepower	\$45.00
(d)		Furnaces	
	(1)	Up to and including 100,000 BTU	\$15.00
	(2)	Over 100,000 BTU	\$25.00
	(3)	Floor furnace (one)	\$15.00
	(4)	Each additional floor furnace (in same building)	\$10.00
(e)		Conversion burners, furnaces	
	(1)	Up to and including 100,000 BTU	\$20.00
	(2)	100,001 to 200,000 BTU	\$25.00
	(3)	Over 200,000 BTU	\$45.00
(f)		Space heaters	
	(1)	Up to and including 30,000 BTU	\$20.00
	(2)	30,001 to 50,000 BTU	\$25.00
	(3)	Over 50,000 BTU	\$30.00
	(4)	Each additional space heater (in same building)	\$10.00
(g)		Unit heaters	
	(1)	50,000 - 200,000 BTU, each	\$20.00
	(2)	Over 200,000 BTU	\$25.00
(h)		Accessory gas equipment	
	(1)	Grills, dryers, ranges, fryers, logs, etc.	\$15.00
	(2)	Pool heater up to 100,000 BTU	\$15.00
	(3)	Pool heater and other equipment over 100,000 BTU	\$25.00
	(4)	Water heater up to and including 100,000 BTU	\$15.00
	(5)	Water heater over 100,000 BTU	\$25.00
(i)		Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):	
	(1)	20,000 - 200,000 BTU	\$20.00
	(2)	200,001 - 300,000 BTU	\$25.00
	(3)	300,001 - 1,000,000 BTU	\$30.00
	(4)	1,000,001 - 5,000,000 BTU	\$35.00
	(5)	Over 5,000,000 BTU	\$40.00
(k)		Pipe testing for gas installation	
		Minimum fee for testing gas pipe installation	\$20.00
2.		Technology Fee	\$5.00
3.		Gas Fitters	
	(a)	Examination fee	\$20.00
	(b)	Annual licensing fee	\$50.00
	(c)	Additional inspections necessary due to insufficient/unacceptable work..	\$20.00
C.		Plumbing	
1.		Permit and inspection fees	
	(a)	Minimum fee for plumbing installations	20.00
	(b)	Each fixture or opening into sewer line	\$5.00
	(c)	Water heater opening fee	\$5.00
	(d)	Additional inspections necessary due to insufficient or unacceptable work	\$20.00
	(e)	Connection to the City sewer system (new and replacement)	\$20.00
2.		Technology Fee	\$5.00
3.		Plumbers	
	(a)	Examination fee	\$20.00
	(b)	Annual license fee	\$50.00

	(c)	Working without a Permit (all types)	Double the permit fee
D.		Mechanical	
	1.	Permit fees	
	(a)	Minimum mechanical permit issuance fee	\$20.00
	(b)	Fee for heating/ventilating duct, air conditioning and refrigeration systems	\$20.00 + \$5.00 per \$1,000.00 of job cost
	(c)	Fee for sprinkler and fire suppression systems	\$20.00 + \$5.00 per \$1,000.00 of job cost
	(d)	Boilers based on BTU input	
	(1)	33,000 (1 BHP) - 165,000 BTU (5 BHP)	\$20.00
	(2)	165,001 (5 BHP) - 330,000 BTU (10 BHP)	\$25.00
	(3)	330,001 (10 BHP) - 1,165,000 BTU (52 BHP)	\$30.00
	(4)	1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP)	\$35.00
	(5)	Over 3,300,000 BTU	\$45.00
	2.	Technology Fee	\$5.00
E.		Building Permit Fees	
	1.	Total Valuation	
	(a)	\$1.00 - \$2,000: minimum fee	\$20.00
	(b)	\$2,001 - \$50,000: \$20.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to and including \$50,000	
	(c)	\$50,001 - \$100,000: \$236.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to and including \$100,000	
	(d)	\$100,001 - \$500,000: \$411.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$500,000	
	(e)	\$500,001.00 and up: \$1,611 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof	
	(f)	Building without a Permit	Double the Permit Fee
	2.	Technology Fee	\$5.00
	3.	Moving of any building or structure	\$100.00
	4.	Demolition	
	(a)	Residential building or structure	\$50.00
	(b)	Commercial structure	\$100.00
	5.	Temporary structures, tents, banners, etc. (minimum fee)	\$20.00
	(a)	Tents, 30-day maximum	
	(b)	Banners, 15-day maximum twice a year	
	6.	Sign permits, per square foot (minimum \$20 fee if less than 20 sq. ft.)	\$1.00
F.		Plans Review	
	1.	Review Fee, Residential	No fee
	2.	Review Fee, Commercial and Multi-family (3 or more units) based on construction value:	
	(a)	Up to \$100,000	\$25.00
	(b)	\$100,001 - \$200,000	\$50.00
	(c)	\$200,001 - \$300,000	\$100.00
	(d)	\$300,001 - \$400,000	\$150.00
	(e)	\$400,001 - \$500,000	\$200.00
	(f)	\$500,001 - \$1,000,000	\$250.00
	(g)	\$1,000,001 - \$2,000,000	\$300.00
	(h)	\$2,000,001 - \$3,000,000	\$350.00
	(i)	\$3,000,001 - \$4,000,000	\$400.00
	(j)	\$4,000,001 - \$5,000,000	\$500.00

	(k)	\$5,000,001 and above	Value X 0.0001
G.		Certificates of Occupancy	
	1.	Residential.....	No Charge
	2.	Commercial	
		(a) Permanent.....	\$25.00
		(b) Temporary, 30 days maximum	\$50.00
		(c) Temporary Extension, 15 days maximum.....	\$50.00
		(d) Change of Use	\$25.00

Chapter 26 - Businesses

A.	Massage parlor permit application fee (nonrefundable)	\$250.00
B.	Fortunetellers, Clairvoyants and Similar Pursuits*	
	Permit application fee	\$250.00
C.	Commercial Pedal Carriage*	
	Permit application fee	\$50.00
	Annual renewal fee	\$20.00

**These permits shall remain valid for one year after issuance.*

Chapter 34 – Emergency Management and Services

A.	Automatic Police or Fire Alarm Systems	
	1. Residential device permit	\$15.00
	2. Commercial device permit	\$25.00
	3. False alarm response charge, for each response	\$15.00
	4. Alarm monitoring fee, per month per alarm	\$12.50

Chapter 42 – Fire Prevention & Protection

A.	Food trucks/trailers	
	1. Initial annual inspection	\$150.00
	2. Annual renewal	\$50.00
	3. 3-day permit	\$75.00

Chapter 54 – Library

A.	Library User Fees		
	1. Non-resident fee, per year	No charge	
	2. Overdue fines		
		(a) Charge per day, each book or other non-video/film circulating item (maximum \$2.00 each Adult item or Juvenile item).....	\$0.20
		(b) Charge per day each video/DVD (max. \$5.00 each video/DVD).....	\$1.00
		(c) Charge per hour each non-circulating item.....	\$0.25
		(d) Charge per day each Storytelling Kit (max. \$20.00 each kit).....	\$2.00
		(e) Charge per day each Playaway View	\$5.00
		(f) Charge if Playaway View is returned anywhere but to Library staff	\$5.00
		(g) Charge if Playaway View is returned uncharged	\$2.00
	3. Lost material fees		
		(a) Collection materials, plus replacement cost.....	\$10.00
		(b) Library Card replacement, 1 st Time/Subsequent	\$1.00/\$5.00
		(c) Playaway View	\$99.00
		(d) Charging cord replacement for Playaway View	\$14.00

4.	Duplication fee	
	(a) Photocopying or printing per page.....	\$0.15
	(b) Microfilm or microfiche copying per page	\$0.15
	(c) Color Copy per page	\$0.50
	(d) Fax per page	\$1.00
5.	Auditorium use, per hour, Commercial.....	\$25.00
6.	Board Room, per hour, Commercial.....	\$15.00
7.	Kitchen, per use.....	\$15.00
8.	3D Printer	
	(a) Per Gram of Filament.....	\$0.15
	(b) Per Print Request.....	\$1.00
9.	Makerspace	
	(a) Buttons.....	\$0.25
	(b) Magnets	\$0.50
	(c) Cricut Page	\$1.50
	(d) Laminator, per inch	\$0.05
10.	Hotspot	
	(a) Hotspot Checkout, 7 days	\$10.00
	(b) Hotspot Overdue, per day	\$5.00
	(c) Hotspot Maximum Overdue Fee.....	\$25.00
	(d) Charge if Hotspot returned anywhere but to Library Staff	\$25.00
	(e) Lost Hotspot USB Cable	\$10.00
	(f) Lost Hotspot Charger	\$10.00
	(g) Lost Hotspot Carrying Case	\$5.00
	(h) Lost Hotspot.....	\$50.00

B. Archives User Fees

1.	Publication (print, electronic, video or film) use fee, images	
	(a) For profit corporations, partnerships, businesses or individuals	
	(1) Editorial (i.e. within a published work).....	\$20.00
	(2) News organizations	\$20.00
	(3) Non-editorial (i.e. posters, brochures, etc.).....	\$100.00
	(b) Non-profit corporations, organizations, government agencies or individuals	
	(1) Editorial, educational, personal.....	\$10.00
	(2) Non-editorial.....	\$10.00
2.	Publication use fee, audio/video, for profit only	
	(a) For profit corporations	
	(1) Audio recording, per minute.....	\$50.00
	(2) Video recording, per minute.....	\$50.00
	(b) For non-profit corporations	
	(1) Audio recording, per minute.....	\$25.00
	(2) Video recording, per minute.....	\$25.00
3.	Exhibition use fee	
	(a) For profit	\$25.00
	(b) Non-profit	\$10.00
4.	Videotaping or filming onsite fee	
	(a) For profit set up.....	No charge
	(b) For profit pull fee per item	No charge
	(c) Non-profit, set up fee only	No charge
5.	Duplication fee, photocopying	
	(a) 8" x 10 " or 11" x 14" paper per page.....	\$0.15
	(b) 11" x 17" paper per page.....	\$0.15
6.	Duplication fee, scanning	

	Per image (\$10.00 minimum includes first image cost)	\$1.00
7.	Duplication fee, audio recordings	
	(a) Tapes each	\$3.00
	(b) CD, each	\$5.00
	(c) Staff time per hour (½-hour minimum).....	\$8.00
8.	Duplication fee, video recordings	
	(a) Tapes each	\$5.00
	(b) Staff time per hour (min. ½ hour).....	\$8.00
9.	Duplication fee, slides	
	(a) For profit per group of 10 slides, plus offsite duplication cost	\$25.00
	(b) Non-profit per group of 10 slides, plus offsite duplication cost.	\$5.00
10.	Faxing fee per group of 10 pages, plus duplication cost.....	\$2.00
11.	Postage and handling fee	
	(a) Total order cost of \$10.00 or less	\$2.00
	(b) Total order cost between \$10.00 and \$20.00	\$3.00
	(c) Total order cost of \$20.00 or more	\$4.00
	(d) Certified mail (large orders).....	\$7.00
C.	Reservation of Study Space and Media Center- for up to four hours at a time	
	1. Study Space	
	(a) Non-commercial/Non profit.....	\$0.00
	(b) Commercial use.....	\$5.00
	2. Media Center	
	(a) Non-commercial/Non profit.....	\$0.00
	(b) Commercial use.....	\$15.00

Chapter 58 - Manufactured Homes and Trailers

A.	Permit Application Fee (each space or proposed space).....	\$1.00
	<i>The permit shall expire at the end of each calendar year.</i>	
B.	Permit Transfer (each space)	\$1.00

Chapter 62 – Offenses and Nuisances

State Law References:

	(a) Tennessee Sexual Offender and Violent Sexual Offender Registration Verification and Tracking Act of 2004	
	(b) Tennessee Code Annotated Title 40 Chapter 39 Section 204	
A.	Sexual offender registration fee.....	\$150.00
B.	Violent sexual offender registration fee.....	\$150.00

Chapter 66 – Parks and Recreation

NOTE: Facility fees for the Cultural Arts *and* Parks and Recreation areas will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Chamber of Commerce
- Kingsport Economic Development Board
- Kingsport Housing Authority
- Downtown Kingsport Association
- Leadership Kingsport
- Kingsport Convention & Visitor's Bureau

CULTURAL ARTS EVENTS/FACILITIES:

A.	Cultural Arts Fees for Special Events	
	1. Concerts/Theatre Performances	\$5.00 - \$30.00

- (cost per adult, senior and student ticket will be determined on each event basis)
2. "Christmas Connection" - Annual arts and crafts
(Admission fee to be determined on event basis)
Festival fee per exhibitor's space\$100.00 - \$125.00
(based on hours of operation)
 3. Carousel Fine Arts & Crafts Show Festival Fee.....\$80.00 - \$130.00
(based on hours of operation)

B. Kingsport Renaissance Center

*Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.
*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

1. Room Rentals. Room rentals shall be subject to the following conditions:
 - (1) Fees are per hour.
 - (2) 3-hour minimum rental. Plus base fee = 1 hour rental.

<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	<u>COST/HR</u>
228	Conference room	23 x 30	\$13.00
230	Meeting Room	23 x 30	\$13.00
231	Gallery	23 x 30	\$13.00
232	Gallery	23 x 30	\$13.00
239	Exhibit/Meeting	23 x 46	\$20.00
302	Dance Studio	23 x 45	\$20.00
310	Rehearsal Hall	36 x 54	\$22.00

2. Specialty Areas
 - (a) Gymnasium, per hour (2 hour minimum) \$20.00
 - (b) Theatre, per hour (3-hour minimum)..... \$25.00
Theater rentals shall be subject to the following conditions:
 - (1) Rental of the theater includes use of the house lights only.
 - (2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.
 - (c) First Floor Courtyard (3-hour minimum)..... \$20.00
 - (d) Second and Third Floor Atriums (3-hour minimum) \$20.00
 (1) Rental must be in conjunction with another room rental
 (2) Certain activities may be restricted.
 - (e) Dining Room, per hour (3-hour minimum)..... \$20.00
3. Equipment Rentals
 - (a) Piano rental, per use \$25.00
4. Marquee, 3-day minimum per side..... \$30.00
5. Rentals exceeding the scheduled ending reservation time, per half hour (with a minimum charge of \$50.00)..... \$50.00

*The City Manager or designee has the authority to adjust any of the above fees for special promotions/events.

PARK AND RECREATION EVENTS/FACILITIES:

A. Civic Auditorium Rental Fees

NOTE: Damage Deposit – 50% of rental fee may apply at the discretion of the Civic Auditorium Management

1. Parking Lot & Grounds (8-hour minimum - does not include tables & chairs)
 - (a) With Building Access\$300.00
 - (b) With Building Access, event with Sales/Tickets\$340.00
 - (c) Without Building Access\$130.00

- (d) Without Building Access, event with Sales/Tickets\$145.00
- (e) Equipment Fees
 - (1) Tables - each per day.....\$4.00
 - (2) Chairs - each per day.....\$2.00
- 2. Main Auditorium
 - (a) Inside City rentals, per day (8-hour maximum)
 - (Includes tables & chairs) \$325.00
 - (1) Set up day (8-hour maximum) \$175.00
 - (b) Inside City rentals, per day, event with Sales/Tickets
 - (8-hr. maximum) \$365.00
 - (c) Outside City rentals, per day (8-hour maximum)
 - (Includes tables & chairs) \$385.00
 - (1) Set up day (8-hour maximum) \$185.00
 - (d) Outside City rentals, per day, event with Sales/Tickets
 - (8-hour maximum) \$435.00
 - (e) Exhibit rental (8-hour maximum) [Excludes charge for tables & chairs]
 - (1) Set-up day (not open to public) \$250.00
 - (2) Sales/open dates (per day) \$550.00
 - (f) Volleyball/Basketball/Tennis, per hour (2-hour minimum) \$30.00
 - (1) Vendor fee, event with Sales/Tickets..... \$15.00
 - (g) Stage only rental, per hour (2-hour minimum)..... \$22.00
 - (h) Empty Auditorium rental, per hour (2-hour minimum) \$30.00
 - (i) Main Auditorium rentals limited to 8-hour blocks
 - (1) Regular rental/additional time, per hour..... \$40.00
 - (2) Exhibit rental/additional time, per hour \$70.00
- 3. Meeting/Party Rooms*

*All rooms are rented for a minimum of three (3) hours at a time. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Civic Auditorium.

**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

 - (a) Room 3 per hour each..... \$7.00
 - (b) Room 3 per hour each event with Sales/Tickets \$8.00
 - (c) Room 4 per hour each.....\$6.00
 - (d) Room 4 per hour each event with Sales/Tickets \$7.00
 - (e) Rooms 3 and 4 together, per hour.....\$8.00
 - (f) Rooms 3 and 4 together, per hour event with Sales/Tickets .. \$9.00
 - (g) Conference Room, per hour \$13.00
 - (h) Conference Room, per hour event with Sales/Tickets \$15.00
 - (i) Fun Fest, History, West and East Rooms, per hour each \$12.00
 - (j) Fun Fest, History, West and East Rooms, per hour each
 - event with Sales/Tickets \$14.00
 - (k) All meeting/party rooms, per day (8-hour maximum)
 - with rental of the Main Auditorium..... \$300.00
 - (Any additional time, per hour/per room, at regular rate)
 - (l) Exhibits, per room/per hour, room rate plus 80%.
- 4. Equipment rental
 - (a) Tables – each per day \$1.50
 - (b) Chairs – each per day \$0.75
 - (c) Marquee - per day (includes both panels) \$10.00
 - (d) Piano (Must pay fee to have piano tuned)

	(e)	Risers, each, per day.....	\$3.00
	(f)	TV/VCR/DVD, (each, per event).....	\$20.00
	(g)	Flip Chart, per event.....	\$20.00
	(h)	White Board, per event.....	\$10.00
	(i)	Overhead Projector, per event.....	\$15.00
	(j)	LCD Projector and Screen, per event.....	\$40.00
	(k)	Wi-Fi connection, per day.....	\$50.00
		Maximum charge per event.....	\$100.00
5.		Equipment rental off-site	
	(a)	Tables, per day each.....	\$8.00
	(b)	Risers, per day each.....	\$11.00
	(c)	Chairs (plastic), per day each.....	\$1.50
		Renters must pick up and return or pay delivery charge.	
		Minimum Delivery Charge per truckload.....	\$50.00
		(Truckload is up to 100 chairs & 20 tables)	
6.		Tennis Session Fee (1 ½ -hour blocks).....	\$20.00
B.		V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees	
	1.	Douglas Room – (Includes Tables and Chairs)	
	(a)	City residents, individual & groups, per hour (2-hour minimum).....	\$25.00
	(b)	City residents, individual & groups, per hour, event with Sales/Tickets (2 hour minimum).....	\$28.00
	(c)	Non-City residents, individual & groups, per hour (2-hour minimum).....	\$40.00
	(d)	Non-City residents, individual & groups, per hour, event with Sales/Tickets (2 hour minimum).....	\$45.00
	(e)	Equipment Fees	
		LCD Projector and Screen, per event.....	\$40.00
	(f)	Catering Kitchen	
		(1) Use w/Douglass Room no food preparation, per event....	\$25.00
		(2) Use w/Douglass Room for food preparation, per event ...	\$40.00
	(g)	Damage Deposit – 50% of rental fee may apply at the discretion of the Landlord	
	2.	Computer/Learning Lab Rental Fees	
	(a)	Computer/Learning Lab use for training purposes per hour.	\$16.00
	3.	Eastman Foundation Conference Rm. per hour (2-hour minimum) .	\$13.00
	(a)	Eastman Foundation Conference Room per hour Event with Sales/Tickets (2 hour minimum).....	\$15.00
	(b)	Equipment fees	
		(1) LCD projector and screen, per event.....	\$40.00
	4.	Gym #1 Rental – (Excludes Concession Rights)	
	(a)	Gymnasium Usage, per hour (2-hour minimum).....	\$30.00
	(b)	Use of Locker Room/Showers (per day for event).....	\$20.00
	(c)	Gymnasium Rental Deposit (per day of use).....	\$50.00
	5.	Gym #2 Rental – (Excludes Concession Rights)	
	(a)	Gymnasium Usage, per hour (2-hour minimum).....	\$40.00
	(b)	Use of Locker Room/Showers (per day for event).....	\$20.00
	(c)	Gymnasium Rental Deposit (per day of use).....	\$50.00
	6.	Vendor Fee, Gyms 1 and 2 per event with Sales/Tickets.....	\$30.00
	7.	Equipment Fees	
	(a)	Tables, each per day.....	\$5.00
	(b)	Chairs, each per day.....	\$2.00
	(c)	Speaker Phone, per event.....	\$50.00

	(d)	Overhead, per event.....	\$15.00
	(e)	TV/VCR/DVD, per event.....	\$20.00
	(f)	LCD Projector, per event.....	\$40.00
	(g)	Microphone and Sound Equipment, per day.....	\$40.00
	(h)	Wi-Fi connection, per day.....	\$50.00
		Maximum charge per event.....	\$100.00
8.		Field Rental	
	(a)	Per Hour (3-hour minimum).....	\$20.00
	(b)	Per Hour (3-hour minimum) event with Sales/Tickets.....	\$22.00
	(c)	Use of Lights, per day.....	\$10.00
9.		Parking Lot without Gym/Bathroom Access (<i>Does not include tables and chairs</i>)	
	(a)	8-hour minimum.....	\$100.00
	(b)	Additional time, per hour.....	\$20.00
	(c)	Parking Lot with Bathroom Access.....	\$125.00
C.		Park Rentals	
	1.	Borden Park	
	(a)	Shelters Large (3-hour minimum)	
	(1)	Shelter Fee – City residents, individual & groups, Per hour, per shelter each.....	\$10.00
	(2)	Shelter Fee – City residents, individual & groups, per hour, Per shelter each, event with Sales/Tickets.....	\$11.00
	(3)	Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each,.....	\$17.00
	(4)	Shelter Fee – Non-City resident, individuals and groups, per hour, Per shelter each, event with Sales/Tickets.....	\$19.00
	(b)	Shelters Small (3-hour minimum)	
	(1)	Shelter Fee – City resident, individual & groups, Per hour, per shelter each.....	\$6.00
	(2)	Shelter Fee – City Resident, individual & groups, per hour Per shelter each, event with Sales/Tickets.....	\$7.00
	(3)	Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each,.....	\$12.00
	(4)	Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each, event with Sales/Tickets....	\$14.00
	(c)	Borden Park Disc Golf Course Tournament	
	(1)	Entry Fee, per person.....	\$5.00
	(2)	Vendor Fee, event with Sales/Tickets.....	\$20.00
	(d)	Community Center (3-hour minimum)	
	(1)	City resident, individuals and groups, Per hour.....	\$20.00
	(2)	City resident, individuals and groups, Per hour, event with Sales/Tickets.....	\$22.00
	(3)	Non-City resident, individuals and groups, Per hour.....	\$25.00
	(4)	Non-City resident, individuals and groups, Per hour, event with Sales/Tickets.....	\$27.00
	(e)	Borden Park Grounds (3-hour minimum)	
	(1)	Per hour.....	\$10.00
	(2)	Per hour, event with Sales/Tickets/Registration Fees.....	\$12.00
	(3)	Exhibit rental, per hour.....	\$20.00
	(f)	Borden Park grounds with Community Center (3-hour minimum)	
	(1)	Per hour.....	\$35.00

	(2) Per hour, event with Sales/Tickets/Registration Fees.....	\$37.00
	(3) Exhibit rental, per hour.....	\$40.00
2.	Scott Adams Skatepark Shelter* (3-hour minimum)	
	(1) City resident, per hour, per shelter each.....	\$6.00
	(2) City resident, per hour, per shelter each, event with Sales/Tickets.....	\$7.00
	(3) Non-City resident, per hour, per shelter each.....	\$12.00
	(4) Non-City resident, per hour, per shelter each, event with Sales/Tickets.....	\$14.00
3.	Riverview Splashpad Shelter* (3-hour minimum)	
	(1) City resident, per hour, per shelter each.....	\$10.00
	(2) City resident, per hour, per shelter each, event with Sales/Tickets.....	\$11.00
	(3) Non-City resident, per hour, per shelter each.....	\$17.00
	(4) Non-City resident, per hour, per shelter each, event with Sales/Tickets.....	\$19.00
4.	Riverfront Park Shelter* (3-hour minimum)	
	(1) City resident, per hour, per shelter each.....	\$5.00
	(2) City resident, per hour, per shelter each with Sales/Tickets.....	\$6.00
	(3) Non-City resident, per hour, per shelter each.....	\$12.00
	(4) Non-City resident, per hour, per shelter each with Sales/Tickets.....	\$14.00
5.	Glen Bruce Park Gazebo* (3-hour minimum)	
	(1) City resident, per hour, per shelter each.....	\$5.00
	(2) City resident, per hour, per shelter each with Sales/Tickets.....	\$6.00
	(3) Non-City resident, per hour, per shelter each.....	\$12.00
	(4) Non-City resident, per hour, per shelter each with Sales/Tickets.....	\$14.00
6.	Memorial Gardens Park* (3-hour minimum)	
	(1) Per hour.....	\$10.00
	(2) Per hour, event with Sales/Tickets.....	\$12.00
	(3) Exhibit rental, per hour.....	\$20.00
7.	Legion Park* (3-hour minimum)	
	(1) Per hour.....	\$10.00
	(2) Per hour, event with Sales/Tickets.....	\$12.00
	(3) Exhibit Rental, per hour.....	\$20.00
8.	Riverwalk/Greenbelt Shelter	
	(1) City resident, per hour, per shelter each.....	\$8.00
	(2) City resident per hour, per shelter each, event with Sales/Tickets.....	\$9.00
	(3) Non-City resident, per hour, per shelter each.....	\$15.00
	(4) Non-City resident, per hour, per shelter each with Sales/Tickets.....	\$17.00
9.	Park permit for commercial operation/use, per month.....	\$25.00-\$100.00
10.	Special event permit, per event.....	\$25.00-\$75.00
11.	Centennial Park*	
	(1) 8-hour minimum.....	\$400.00
	(2) Additional time, per hour.....	\$50.00

**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.*

D. Summer Playground Program

1.	Regular Hours site - City resident fee, per child.....	\$60.00-\$100.00
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2. Regular Hours site - Non-City resident fee, per child \$80.00-\$120.00
 3. Extended hours site - City resident fee per child \$100.00-\$120.00
 4. Extended Hours site - Non-City resident fee, per child \$120.00-\$140.00
- *At mid-point of the Summer Playground Program, there will be a 50% discount.
Scholarships may apply.
- E. Home School Physical Education Class
1. Fee, per session, per student..... \$15.00-\$25.00
- F. Community Center Class and Program Fees
1. Skilled classes, per class/session, per student - City resident..... \$2.00-\$30.00
 2. Skilled classes, per class/session, per student - Non-City resident.....\$5.00-\$35.00
 3. Day Camps, per session, per student - City resident..... \$5.00-\$40.00
 4. Day Camps, per session, per student - Non-City resident ... \$10.00-\$45.00
 5. Specialty Camps, per session, per student - City resident..... \$20.00
 6. Specialty Camps, per session, per student – Non-City resident \$25.00
 7. Special Programs, per participant - City Resident..... \$5.00-\$30.00
 8. Special Programs, per participant – Non-City Resident..... \$10.00-\$35.00
- G. Athletics
1. Adult Basketball and Softball League Programs\$350.00 to \$400.00
 - Non-Resident fee per person \$10.00-\$15.00
 - Maximum Non-Resident fee per team\$50.00
 2. Youth Baseball and Softball League Programs.....\$250.00 to \$300.00
 - Non-Resident fee per person \$10.00-\$15.00
 - Maximum Non-Resident fee per team\$50.00
 3. Tournaments Fee, per youth team.....\$75.00-\$100.00
 4. Basketball, 3 on 3 leagues
 - (a) Entry Fee, per team..... \$75.00
 - (b) Non-City resident fee, per person \$2.00
 5. Volleyball
 - (a) Leagues - Indoor, per team \$100.00
 - (1) Non-City resident fee, per person..... \$10.00-\$15.00
 - (2) Maximum Non-Resident fee per team.....\$50.00
 - (b) Outdoor Leagues and Tournaments
 - (1) Triples \$45.00
 - (2) Doubles..... \$30.00
 - (3) Quads \$60.00
 - Non-resident fee per person for leagues..... \$2.00
 6. Adult Soccer
 - (a) Entry fee, per person..... \$30.00
 - (b) Non-City resident fee, per person \$10.00-\$15.00
 - (c) Maximum Non-Resident fee per team.....\$50.00
 7. Adult Flag Football
 - (a) Entry fee, per team \$300-\$350
 - (b) Non-City resident fee, per person \$10.00-\$15.00
 - (c) Maximum Non-Resident fee per team.....\$50.00
 8. Adult Dodgeball
 - (a) Entry fee, per team \$85.00
 - (b) Non-City resident fee, per person \$10.00-\$15.00
 - (c) Maximum Non-Resident fee per team.....\$50.00
 9. Tennis Instruction
 - (a) Adults (19 and over), per session - City resident fee .. \$30.00-\$100.00
 - Non-City resident fee, per session..... \$5.00
 - (b) Children/teens (under 19), per session - City resident fee\$20.00-\$80.00

- Non-City resident fee, per session..... \$5.00
 - (c) Youth Tennis League Program - City resident fee..... \$15.00-\$60.00
 - Non-City resident fee..... \$5.00
- 10. Tennis Tournament
 - (a) Entry fee, singles..... \$10.00-\$20.00
 - (b) Entry fee, doubles \$16.00-\$24.00
- 11. Tennis Courts Rental
 - (a) Individually per 1½ hour \$18.00
 - (b) 2 courts per 4-hour block, Monday-Friday \$50.00
 - (c) 2 courts per 8 to 12-hour block, Saturday-Sunday \$65.00
 - (d) 4 courts per 4-hour block, Monday-Friday \$70.00
 - (e) 4 courts per 8 to 12-hour block, Saturday-Sunday \$85.00
 - (f) Vendor Fee for events with Sales/Tickets..... \$15.00
- 12. Entry fee, per team for youth organizations playing in City Recreation programs (Babe Ruth Baseball participants must pay additional insurance fee)..... \$250.00-\$300.00
- 13. Athletic Field Rental and Equipment

NOTE: Damage Deposit – 50% of rental fee or a minimum of \$100 may apply at the discretion of the Department Manager

 - (a) Softball/Baseball field rental, per day per field (excludes concession rights)(12-hour maximum)..... \$85.00-\$100
 - (1) Each additional hour after 12..... \$15.00
 - (2) Use of lights, per day per field \$15.00
 - (b) Soccer field rental, per day per field (excludes concession rights)(12-hour maximum) \$50.00-\$75.00
 - (1) Each additional hour after 12) \$15.00-\$25.00
 - (2) Use of lights, per day per field \$15.00-\$25.00
 - (3) Fee, per team (tournaments, scrimmages, practices) .. \$15.00-\$25.00
 - (c) Softball/Baseball/Soccer Field Rental (2-hour minimum)
 - (1) Per hour, per field (excludes concession rights) \$15.00-\$25.00
 - (2) Use of lights, per hour per field..... \$ 5.00
 - (d) Use of Parking Lot at Athletic Facilities for Special Events (Use of restroom facilities included) \$100.00-\$150.00
 - (e) Hunter W. Wright Stadium field rental, per hour..... \$50.00 (excludes concession rights)
 - Use of lights, per hour \$50.00
 - (f) Key Deposit for Brickyard Park, Domtar Park and Eastman Park at Horse Creek soccer.....\$50.00
 - (g) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum)\$15.00-\$25.00
 - (h) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament \$50.00-\$75.00
 - (i) Rental of portable mounds per field, per tournament . \$75.00-\$100.00
 - (j) Rental of green/white portable fencing per field, per tournament \$75.00
 - (k) Rental of chain link portable fencing per field, per tournament.. \$100.00
 - (l) Rental of white portable fencing (price per piece)..... \$15.00
 - (m) Delivery charge for white fencing..... \$25.00
 - (n) Set-up fee for white fencing (price per piece)\$20.00
 - (o) Vendor selling fee, per tournament/event per venue
 - With Sales/Tickets..... \$100.00
- 14. Youth Registration Fee
 - (a) Youth registration fee per sport..... \$20.00-\$50.00
 - (b) Late registration fee (after deadline) \$5.00

- (c) Equipment and Uniform Fee..... \$15.00-\$50.00
 * Scholarships may apply

*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

H. Allandale (NOTE: Seasonable rates may apply to some Allandale Rental Fees)
 Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the Curator.

1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
 - (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM \$175.00
 - (b) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM Event with Sales/Tickets \$260.00
 - (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM \$300.00
 - (d) 0-100 people, Monday-Thursday, 5 PM – 11 PM With Sales/Tickets \$350.00
 - (e) 0-100 people, Friday and Sunday \$650.00
 - (f) 0-100 people, Friday and Sunday Event with Sales/Tickets... \$750.00
 - (g) 0-100 people, Saturday..... \$700.00
 - (h) 0-100 people, Saturday Event with Sales/Tickets \$800.00

Add \$1.00 for each person over event maximum.
Does not include use of the Mansion Heron Dome (see Section H.4.).
2. Mansion and Garden Wedding and/or Wedding Reception Rental Fees
 - (a) 0-100 people, Monday – Thursday, 10:30 AM – 5 PM \$275.00
 - (b) 0-100 people, Monday – Thursday, 5 PM – 11 PM \$375.00
 - (c) 0-100 people, Friday and Sunday \$800.00
 - (d) 0-100 people, Saturday..... \$850.00

Add \$1.00 for each person over event maximum.
Does not include use of the Mansion Heron Dome (see Section H.4.).
3. Mansion Meeting Rental Fees (includes use of kitchen)
 - (a) 0-50 people, Monday – Thursday \$125.00
 - (b) 0-50 people, Monday – Thursday Event with Sales/Tickets .. \$150.00
 - (c) 51-100 people, Monday – Thursday..... \$150.00
 - (d) 51-100 people, Monday – Thursday Event with Sales/Tickets \$175.00
4. Mansion Heron Dome Rental Fees – Appropriate Mansion rental may apply
 - (a) Monday – Thursday \$175.00
 - (b) Monday – Thursday Event with Sales/Tickets \$200.00
 - (c) Friday and Sunday..... \$225.00
 - (d) Friday and Sunday Event with Sales/Tickets \$250.00
 - (e) Saturday \$250.00
 - (f) Saturday Event with Sales/Tickets \$275.00
5. Mansion Tour Fees
 - (a) Group tours, Monday – Friday, 8 AM – 4 PM ... \$25.00 + \$2.00/person
 - (b) Individual tours \$3.00/person
6. Rehearsal Fees (all facilities and grounds)
 - (a) Monday – Thursday, 8 AM – 4 PM No Charge
 - (b) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) \$50.00/hour
7. Barn Rental Fees (April – October Only)
 - (a) 0-100 people, Monday – Thursday..... \$325.00
 - (b) 0-100 people, Monday – Thursday Event With Sales/Tickets. \$375.00
 - (c) 0-100 people, Friday and Sunday \$400.00
 - (d) 0-100 people, Friday and Sunday Event with Sales/Tickets... \$450.00
 - (e) 0-100 people, Saturday..... \$450.00

- (f) 0-100 people, Saturday Event with Sales/Tickets \$500.00
Add \$1.00 for each person over event maximum.
- 8. Barn Gazebo Rental Fees
 - (a) Monday – Thursday \$175.00
 - (b) Monday – Thursday Event with Sales/Tickets \$200.00
 - (c) Friday and Sunday \$250.00
 - (d) Friday and Sunday Event with Sales/Tickets \$275.00
 - (e) Saturday \$275.00
 - (f) Saturday Event with Sales/Tickets \$300.00

*** (includes use of Barn restrooms; does not include use of Barn)*
- 9. Picnic Pavilion Rental Fees (April – October Only)
 - (a) 0-100 people, Monday – Thursday \$250.00
 - (b) 0-100 people, Monday – Thursday Event with Sales/Tickets \$275.00
 - (c) 0-100 people, Friday and Sunday \$300.00
 - (d) 0-100 people, Friday and Sunday Event with Sales/Tickets... \$325.00
 - (e) 0-100 people, Saturday \$350.00
 - (f) 0-100 people, Saturday Event with Sales/Tickets \$400.00

Add \$1.00 for each person over event maximum.
- 10. Amphitheater Rental Fees – Appropriate Mansion rental may apply.
 - (a) Monday-Thursday \$200.00
 - (b) Monday-Thursday Event with Sales/Tickets \$275.00
 - (c) Friday and Sunday \$300.00
 - (d) Friday and Sunday Event with Sales/Tickets \$325.00
 - (e) Saturday \$325.00
 - (f) Saturday Event with Sales/Tickets \$400.00

(Includes use of Amphitheater dressing rooms. Does not include use of Mansion, Mansion gardens or Heron Dome.)
- 11. Facility Charges for events lasting more than the designated time block (all facilities & grounds) \$75.00/hour
- 12. Auxiliary Personnel: An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the Allandale Curator. The renter will be responsible for paying auxiliary personnel.
- 13. Photography Fees
 - (a) Mansion Renters (use of house, gardens, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour maximum) No Charge
 - (b) Mansion Renters (use of house, gardens, grounds)
Monday – Thursday, 4 PM – 9 PM (2-hour minimum) \$50.00/hour
 - (c) Non-Renters (use of house, gardens, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) \$75.00/hour
 - (d) Non-Renters (OUTDOORS ONLY/garden, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) \$50.00/hour
- 14. Equipment Fees
 - (a) Folding Chairs, each \$1.50
 - (b) Chivari Chairs, each \$3.00
 - (c) Tables, each \$6.00
 - (d) TV/DVD, per event \$20.00
 - (e) Piano and Disklavier, per event \$50.00
 - (f) Telephone Hookup for Local or "800" computer hookup, per event \$35.00
 - (g) Speaker Phone, per event \$50.00
 - (h) Flip Chart, per event \$20.00
 - (i) White Board, per event \$10.00
 - (j) Overhead, per event \$15.00

- (k) LCD Projector and Screen, per event \$40.00
- (l) Wi-Fi connection, per day.....\$50.00
- Maximum charge per event.....\$100.00
- 15. Promotional Fees
 - (a) Eighteen free bookings, per year, to be used at the discretion of the Curator.
- 16. Friends of Allandale
 - (a) Patron – 10% discount on one (1) party per year
 - (b) Business – 10% discount on one (1) party per year
 - (c) Benefactor – 15% discount on one (1) party per year
 - (d) Brooks Fellow – 25% discount on one (1) party per year
- 17. Vendors Display Fee (flyers, calling cards, etc.).....\$25.00/Year

I. Dog Park

- 1. Registration
 - (a) City resident, first dog (annual fee)..... \$20.00
 - (b) City resident, per additional dog (annual fee)..... \$10.00
 - (c) Non-resident, first dog (annual fee) \$25.00
 - (d) Non-resident, per additional dog (annual fee).....\$15.00
 - (e) Spring registration (April, May, June only) First dog..... \$10.00
 - Per additional dog \$5.00
- 2. Key Cards and Tags
 - (a) Key card replacement, per card..... \$10.00
 - (b) Dog Park tag replacement, per tag..... \$5.00
- 3. Application Processing fee \$1.00

J. Bays Mountain Park

- 1. Entrance/Parking
 - (a) Per car (up to a 15 passenger van) \$5.00
 - (b) Per bus (anything above a 15 passenger van/bus).....\$15.00
- 2. Natural history and planetarium programs
 - (a) Individual rates
 - (1) Planetarium..... \$5.00
 - (15 or more, group rate) per person \$4.00
 - (2) Nature show..... \$3.00
 - (15 or more, group rate) per person \$2.00
 - (3) Barge ride \$4.00 to \$6.00
 - (4) Extended Nature Program (2 hours)..... \$6.00
 - (5) Association Members..... Free Passes
 - (b) Schools – scheduled during normal school hours
 - Out of county students – per student/per program \$2.00
 - (Sullivan, Hawkins Counties and Kingsport, Bristol students) FREE
 - (c) Special programs
 - (1) Planetarium (other than regularly scheduled times)..... \$350.00
 - (2) Barge rides (other than regularly scheduled times)
 - (maximum of 45 persons) \$250.00
 - (3) Association life members get one free barge ride during
 - June, July and August after 6:00 p.m. *Must be pre-scheduled.*
- 3. Other Programming
 - (a) Low Ropes Course (minimum of 8, maximum of 40 people) staff
 - led programming.....\$5.00 per person
 - (b) Hawks Nest (age 11 & up) (weight limit 275 lbs.) \$25.00 per person
 - (c) Flying Squirrel Zipline (weight limit 275 lbs.).....\$10.00 per person

- (d) Team Building – Half Day (minimum of 8 people, maximum of 24 people) includes Low Course or Hawks Nest, Icebreaker games and Zipline (weight limit 275 lbs.).....\$35.00 per person
 - (e) Team Building – Full Day (minimum of 8, maximum of 24 people) includes Low Course, Hawks Nest, Icebreaker Games and Zipline (weight limit 275 lbs.).....\$60.00 per person
 - (f) Zip Party (scheduled during park hours) (weight limit 275 lbs.)
 - (1) 1-10 people.....\$125.00
 - (2) 11-19 people.....\$175.00
 - (3) 20+ people.....\$225.00
 - (g) Zip Party (schedule during park hours) (weight limit 275 lbs) with use of Farmstead for one hour
 - (1) 1-10 people.....\$160.00
 - (2) 11-19 people.....\$210.00
 - (3) 20+ people.....\$260.00
 - (h) Special Twilight Zip: (maximum of 20 people)....\$25.00 per person
 - (i) Canoe/Kayak Tour Programs.....\$10.00 per person
 - Canoe/Kayak Tour Programs (Association Members).....FREE
 - (j) Twilight Barge Ride.....\$5.00 per person
 - Twilight Barge Ride (Association Members).....FREE
4. Facilities rental
- (a) Building/Rooms (per hour-2 hour minimum)
 - (1) Library (15 people maximum)..... \$20.00
 - (2) Classroom (80 people maximum) \$35.00
 - (3) Farmstead (maximum 100 people) \$100.00
 - (4) Nature Center (maximum 150 people) \$200.00
 - (5) Pavilion at LilyPad Cove (maximum 60-80 people depending upon set-up.) Flat rate, four hour block (includes use of up to 80 chairs, tables, and parking for guests.) Renter responsible for set-up prior to event and takedown afterwards.
 - (i) Monday-Thursday.....\$150.00
 - (ii) Friday thru Sunday.....\$250.00
 - (iii) Additional rental time if needed, per hour.....\$ 75.00
 - (6) Amphitheater (after hours) (maximum 300 people) \$20.00
 - (7) Cabin/meeting room (maximum 25 people)..... \$50.00
 - (b) Other Facilities Rental
 - (1) Overnight camping (maximum 15 people) (per group/per night) \$30.00
 - (2) Zip line school.....\$5.00
 - (3) High Ropes course – School.....\$15.00
 - (4) ½ Day Course School\$20.00
 - (5) Full Day School.....\$25.00
5. Park grounds
- (a) Before hours (2-hour minimum)..... \$150.00
 - (b) After hours (2-hour minimum)..... \$150.00
6. Tour Groups
- (a) KCVB Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person).....\$7.00
 - (b) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)..... \$10.00
- K. Senior Citizens Programs
- 1. Activity fee

	(a)	Resident.....	\$25.00
	(b)	Non-City, Sullivan County Resident.....	\$45.00
	(c)	Other.....	\$70.00
2.		Ceramic/Clay, yearly usage fee.....	\$10.00
3.		Craft fee.....	<i>Cost of materials and instructor used in project</i>
4.		Special Class Fee	
	(a)	Skilled classes, per semester.....	\$30.00-\$400.00 (i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
	(b)	Instructors' Salaries.....	60% maximum class fees or hourly rate
	(c)	Other Senior Center class fees are determined by the Senior Center Director with approval from the Senior Center Advisory Council	
5.		Non-service day trips, per person/per trip	
	(a)	Local.....	\$5.00
	(b)	Non-local.....	\$13.00
	(c)	Extended travel (administrative fee).....	\$25.00
6.		Locker Fee.....	\$2.00
7.		Newsletter	
	(a)	Annually.....	\$6.00
	(b)	Per copy.....	\$0.50
8.		Copies, per page.....	\$0.25
L.		Lynn View Community Center	
	1.	Gym Rental, per hour (2-hour minimum).....	\$30.00
		(a) Vendor Fee for events with Sales/Tickets.....	\$15.00
	2.	Cafeteria Rental, per hour (3-hour minimum).....	\$20.00
	3.	Cafeteria Rental per hour, event with Sales/Tickets (3 hour minimum).....	\$22.00
	4.	Multipurpose Room Rental, per hour (3-hour minimum).....	\$10.00-\$15.00
	5.	Multipurpose Room Rental, per hour (3-hour minimum).....	
		Event with Sales/Tickets.....	\$7.00-\$12.00
	6.	Auditorium Rental per hour (3-hour minimum).....	\$30.00
	7.	Auditorium Rental per hour (3 hour minimum), event with Sales/Tickets.....	\$32.00
	8.	Football Field Rental, per hour.....	\$30.00
		(a) Vendor Fee for events with Sales/Tickets.....	\$35.00
		(b) Light fee for event.....	\$15.00
	9.	Lower Baseball Field Rental, per hour.....	\$20.00
		(a) Vendor Fee for events with Sales/Tickets.....	\$15.00
	10.	Equipment Rental	
		(a) TV/VCR/DVD, per event.....	\$15.00
		(b) Flip Chart, per event.....	\$20.00
		(c) White Board, per event.....	\$10.00
		(d) Overhead, per event.....	\$15.00
		(e) LCD Projector and Screen, per event.....	\$40.00
		(f) Wi-Fi connection, per day.....	\$50.00
		Maximum charge per event.....	\$100.00
M.		Kingsport Farmer's Market	
	1.	Pavilion Rental	
		(a) Monday-Sunday, 8AM-12 Midnight (up to 8 hours will be considered a half day rental).....	\$250.00
		(b) Monday-Sunday, 8AM-12 Midnight, per day (considered a full day rental).....	\$450.00

- (1) Prep/Take Down in addition to a full day.....\$80.00
- (c) Facility charges for events lasting more than the designated time block (all facilities and grounds) per hour.....\$75.00
- (d) Deposit due with confirmed reservation (applicable to total amount due).....\$100.00
- (e) Rentals exceeding the scheduled ending reservation time, per half hour (with a minimum charge of \$50.00)..... \$50.00

*The City Manager or his designee has the authority to adjust the fee if the proposed event, including setup, is less than half the time of the rental.

*Renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Farmer's Market.

*Tables and chairs may be rented from the Kingsport Parks and Recreation Department.

*Auxiliary Personnel – Off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the City of Kingsport. The renter will be responsible for paying auxiliary personnel.

*Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the facility manager.

2. Vendor – Daily Booth Rental Fees – Inside Pavilion

- (a) Wednesdays – Full booth.....\$7.00
- (b) Wednesdays – Half booth.....\$4.00
- (c) Saturdays – Full Booth.....\$15.00
- (d) Saturdays – Half Booth.....\$7.00

3. Vendor – Daily Booth Rental Fees – Outside Pavilion

- (a) Wednesdays – Full booth.....\$4.00
- (b) Saturdays – Full booth.....\$8.00

*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

*The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Farmers Market

N. Kingsport Carousel

- 1. Tokens for Rides.....\$1.00
- 2. Special Events, non-public hours, per hour, minimum of 2 hours.....\$100.00
- 3. Birthday Parties, includes 50 Tokens.....\$150.00

O. Kingsport Aquatic Center Events/Facilities

1. Daily Fees

- (a) Ages 2 & under..... Free w/ paying adult
- (b) Under 48".....\$6.00
- (c) 48" and above.....\$8.00
- (d) Ages 55 & over.....\$6.00
- (e) Group (more than 10 people).....\$4.00 each
- (f) After 7 pm on Indoor Pool outside of summer operational season:
 - (1) Under 48".....\$3.00
 - (2) 48" and above.....\$4.00
 - (3) Ages 55 & over\$3.00

2. Seasonal Waterpark Passes (Summer Operational Season)

- (a) Under 48".....\$75.00
- (b) 48" and above.....\$100.00
- (c) Ages 55 & over.....\$75.00
- (d) Family (2 adults and 2 youth).....\$200.00
 - (1) Additional person\$15.00

3. Annual Memberships (ONE annual payment includes member rates on classes

- and a 10% discount on facility rentals and concessions)
- (a) Under 48"..... \$230.00
 - (b) 48" and above \$300.00
 - (c) Ages 55 & over..... \$230.00
 - (d) Family (2 adults & 2 youth).....\$475.00
 - (1) Additional person (living in same household)..... \$50.00
4. Monthly Memberships
- (a) Under 48"..... \$30.00
 - (b) 48" and above..... \$35.00
 - (c) Ages 55 & over \$30.00
 - (d) Family (2 adults & 2 youth) \$70.00
 - (1) Additional person (living in same household) \$5.00
5. Rentals
- (a) Room (includes tables and chairs)..... \$40.00/hr
 - (b) Indoor Facility (minimum of 2 hrs)
 - (1) 1-100 people.....\$200.00/hr
 - (2) 101-250 people.....\$300.00/hr
 - (3) 251-400 / Commercial \$400.00/hr
 - (c) Outdoor Facility (minimum of 2 hrs)
 - (1) 1-100 people..... \$300.00/hr
 - (2) 101-250 people.....\$400.00/hr
 - (3) 251-400 / Commercial.....\$500.00/hr
 - (d) Lap Lane
 - (1) Short course (maximum of 8 swimmers/lane).....\$10.00/hr
 - (2) Long course (maximum of 16 swimmers/lane).....\$20.00/hr
 - (e) Swim Meet
 - (1) Full day (up to 12 hrs with an additional charge of \$100.00/hr if the meet lasts more than 12 hours)..... \$1000.00
 - (2) Half day (5 hours or less) \$600.00
 - (f) Cabana (Outdoor Waterpark Season)
 - (1) Full Day
 - (i) Monday-Thursday.....\$75.00
 - (ii) Friday-Sunday & Holidays.....\$100.00
 - (2) Half Day
 - (i) Monday-Thursday.....\$40.00
 - (ii) Friday-Sunday & Holidays \$60.00
6. Swim Lessons
- (a) Group (8 classes w/ sibling discount of \$5/additional child)
 - (1) Member.....\$50.00/session
 - (2) Non-member.....\$60.00/session
 - (b) Private (1 x 30 minute class or 6 x 30 minute classes)
 - (1) Member.....\$25.00/ \$140.00
 - (2) Non-Member.....\$35.00/ \$160.00
 - (c) Semiprivate (6 x 30 minute classes for 2 students)
 - (1) Member..... \$170.00
 - (2) Non-Member \$185.00
7. Water Exercise Classes (60 minutes in length)
- (a) Single Class
 - (1) Member..... \$5.00
 - (2) Non-Member..... \$7.00
 - (b) Monthly Pass (unlimited exercise classes during month)
 - (1) Member.....\$40.00

- (2) Non-Member.....\$45.00
- 8. Masters Swim Team
 - (a) Member (monthly)..... \$25.00
 - (b) Non-member (monthly)..... \$30.00
 - (c) Member (Quarterly) \$75.00
 - (d) Non-Member (Quarterly)..... \$90.00
- 9. Summer League Swim Team
 - (a) Member \$125.00
 - (b) Non-Member..... \$175.00
- 10. Training Courses (instructional courses for certification)
 - (a) Lifeguard Training
 - (1) Member.....\$200.00
 - (2) Non-member.....\$225.00
 - (b) Water Safety Instructor
 - (1) Member.....\$200.00
 - (2) Non-member.....\$225.00
 - (c) Instructional classes lasting less than 5 hours
 - (1) Member..... \$25.00
 - (2) Non-member..... \$30.00
- 11. Special Events (varies by event).....\$3.00-\$10.00
- 12. Birthday Party Packages (party packages include admission for up to 15 guests, party room rental for 2 hours, a party host, and a birthday child favor bag.)
 - (a) Package A (basic package).....\$200.00
 - (b) Package B (includes Package A plus ¼ sheet cake, drinks & 15 party favor bags).....\$260.00
 - (c) Package C (includes Package B plus 2 Large 1 topping pizzas).....\$285.00
- 13. Members of the Kingsport Senior Center receive a discount of 20% for all aquatic classes
- 14. Seasonal Fees – Outdoor waterpark operational season
 - (a) Ages 2 & under.....Free w/ paying adult
 - (b) Under 48".....8.00
 - (c) 48" and above\$10.00
 - (d) Ages 55 and over.....\$8.00
 - (e) Group (more than 10 people).....(each) \$4.00
 - (f) After 4 pm:
 - (1) Under 48".....\$4.00
 - (2) 48" and above.....\$5.00
 - (3) Ages 55 and over.....\$4.00
 - (4) Group (more than 10 people).....(each) \$2.00

Facility fees for the Kingsport Aquatic Center will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Boys and Girls Club
- Kingsport Girls Incorporated
- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport City Schools

*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

*The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center.

Chapter 70 – Peddlers and Solicitors

- A. Street Vendors Permit application fee..... \$50.00
(The permit shall remain valid for one year after issuance.)

Chapter 82 - Signs

- A. Inspection Fees
 - 1. Unlighted \$ 8.00
 - 2. Lighted \$10.00

Chapter 86 - Solid Waste

- A. Removal of Garbage, Trash and Recycling
 - 1. Inside City Residential waste collection from 96-gallon carts, per month
 - (a) 1st Cart\$8.00
 - (b) Each additional cart, per month.....\$8.00

Note: 1st Recycling cart included, additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on first cart (A.1. (a) above) who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.
 - 2. Inside City Multi-family Residential and Mobile Home Park Developments waste collected from 96-gallon carts, per cart, per month\$12.00

Note: 1st Recycling cart included, addition carts refer to above fee
 - 3. Outside City/County residential waste collection from 96-gallon carts, per month
 - (a) 1 Cart\$15.00
 - (b) Each additional cart, per month.....\$9.00
 - (c) Recycling per cart, per month.....\$15.00
 - 4. Business and Professional Complex collected
 - (a) From 96-gallon carts, per month, per business, per cart \$15.00
 - (b) From dumpster boxes
 - KHRA & Kingsport City Schools dumpster pickup..... **\$20.00**
 - Commercial & Industrial dumpster pickup..... \$20.00
 - 5. Construction waste material, per ton \$82.00

This fee will be assessed to the property owner for any construction waste placed along the right-of-way.
 - 6. Move out excessive material fee.....\$100.00
 - 7. Purchase or Replacement of 96-gallon Cart\$60.00
 - 8. Purchase or Replacement of 32-gallon Cart\$60.00
 - 9. Appliance, per pickup Free
 - 10. Carpet, per pickup\$25.00
 - 11. Discarded furniture, per pickup Free
 - 12. Backyard Garbage pickup, annual fee to be billed monthly.
(July 1 through June 30) \$264.00

The annual backyard garbage fee may be waived or reduced for elderly or disabled individuals who meet the annual household income limit requirements and age or disability qualifications, as set forth annually by the State of Tennessee Division of Property Assessments for the State of Tennessee’s Property Tax Relief Program. Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled

applicant on the basis of the annual household income specified in the following sliding fee schedule:

<u>Annual Household Income</u>	<u>Annual Fee</u>
50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income Limit	20% of Fee
Over 62.50% to 75.00% of Income Limit	40% of Fee
Over 75.00% to 87.50% of Income Limit	60% of Fee
Over 87.50% to 100.00% of Income Limit	80% of Fee
Over 100.00 % of Income Limit	100% of Fee

13. Roll Off Containers

- (a) A tipping fee per ton (Sullivan County rates)\$37.28
- (b) Rental fee, per month.....\$80.00
- (c) Pull fee, per trip (minimum of one per month).....\$100.00

B. Demolition Landfill Fee and Charges

A tipping fee shall be charged for all waste deposited in the City's Demolition landfill as follows:

1. A tipping fee shall be charged to all users of the Demolition Landfill. City residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost twice per year (July 1 through June 30). This applies to City residents performing work at their primary residence.
2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs \$16.00
3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or more calculated on a per ton basis at a rate of (per ton).....\$32.00

4. Tires

- (a) 4 or less, each\$1.00
- (b) More than 10, per ton\$140.00

C. Contract collectors and haulers of solid waste annual application and permit fee\$750.00

The annual fee must be submitted with the application. The fee is nonrefundable.

Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30th day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application; and the permit if granted, shall expire on the next 30th day of April following issuance.

Chapter 90 – Streets, Sidewalks and Other Public Places

- A. Sidewalk Dining Facilities Permit application fee \$50.00
(The permit shall remain valid for one year after issuance.)

Chapter 98 - Traffic and Vehicles

Parking Fees (effective January 1, 2003): A parking fee structure is not in effect for parking lots owned by the City of Kingsport. These lots are commonly referred to as the Commerce Street Parking Lot, the Farmers Market Parking Lot, the Shelby Street Parking Lot, the Library Parking Lot and the Five Points Parking Lot. Parking in these lots is allowed on a first come, first served basis unless posted otherwise for a special-use event authorized in writing by the City Manager.

Chapter 102 – Utilities

- A. Unmetered Non-commercial Customers - Monthly rate \$20.52
- B. Water Connection Service Fee and Deposits
 - 1. Inside City \$30.00
 - 2. Outside City \$40.00
 - 3. Deposit for all new and certain former residential customers.....\$50.00
- C. Temporary connection of 2 inch meter to fire hydrant

1. Inside City \$200.00
2. Outside City \$250.00

D. Water Usage Rates

1. Minimum gallons per month by meter size

<u>Size of Meter</u>	<u>Gallons (Inside City)</u>	<u>Gallons (Outside City)</u>
5/8 inch	2,000	1,400
1 inch	4,000	4,000
1½ inch	8,000	8,000
2 inch	14,000	14,000
3 inch	44,000	44,000
4 inch	111,000	111,000
6 inch	271,000	271,000
8 inch	388,000	388,000
10 inch	676,000	676,000
12 inch	1,200,000	1,200,000

2. Usage rate schedule

<u>Meter inside City</u>	<u>Gallons</u>	<u>per 1,000 gallons</u>
	First 2,000	\$4.19
	Next 13,000	3.37
	Next 55,000	2.60
	All Over 70,000	1.85
<u>Meter outside City</u>	<u>Gallons</u>	<u>per 1,000 gallons</u>
	First 2,000	\$11.67
	Next 13,000	7.07
	Next 35,000	6.39
	Next 70,000	5.93
	Next 70,000	4.85
	All over 190,000	4.56

NOTE: The water usage rates set out in paragraphs D.1 and D.2 above shall be applicable effective for billing on or after July 1, 2018.

E. Disconnection, Reconnection of Service

1. Reconnection/Nonpayment fee
 - (a) City water customers (before 5PM on work days) \$25.00
 - (b) City water customers (after 5PM, weekends, holidays) \$50.00
 - (c) Bloomingdale Utility District water customers BUD Current Rate
2. Meter removal or locking fee \$50.00
3. Obstruction removal fee \$50.00

F. Service Call Charges

- | | <u>Inside City</u> | <u>Outside City</u> |
|--|--------------------|---------------------|
| 1. Raise/lower water meter at the request of the user... | \$70.00 | \$95.00 |
| 2. Leak detection/line locating services
(provided on private property) per hour..... | \$60.00 | \$75.00 |
| 3. Backflow Prevention Devices Testing Fee | | |
| (a) Initial Test..... | | Free |
| (b) Annual Test..... | | Free |
| (c) Retesting Fee, per test (if device fails on initial or annual test)..... | | \$50.00 |
| 4. Service Fee | | |
| (a) Initial Call..... | | Free |
| (b) Recurring Service Calls, each | | \$25.00 |

G. Tapping Fees (Including Fire Services / Meter Relocation Fee / Fire Service Relocation Fee)

<u>Size of Connection (Meter or Fire Service)</u>	<u>Inside City</u>	<u>Outside City</u>
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5/8 inch	\$ 635.00	\$ 1,100.00
1 inch	865.00	1,370.00
1 1/2 inch	1,035.00	1,670.00
2 inch	1,240.00	2,030.00
3 inch	3,700.00	4,900.00
4 inch	4,000.00	5,400.00
6 inch	6,900.00	9,000.00
8 inch	8,700.00	11,000.00
10 inch	12,100.00	14,900.00

NOTE: Tapping fees, relocation fees and fire service fees for meters of 6 inches and larger shall be subject to additional charges calculated on an individual basis, based on the cost to connect the meter to the City's main water line.

H. Private Fire Service Connection (Monthly Charge - Plus usage rates found in Section D.2)

Size of Connection Furnished by City	Inside City	Outside City
4 inches and below	\$ 15.00	\$ 31.00
6 inches	20.00	42.00
8 inches	30.00	62.00
10 inches	40.00	82.00
12 inches	60.00	142.00

I. Fire Hydrants

1. Fire hydrant installation (inside or outside City) \$2,500.00
2. Hydrant relocation fee (inside or outside City when performed at the request of any interested party) \$2,500.00

J. Water Line Extension

1. Cost estimation (refundable only if extension is approved) \$50.00
2. Extension cost (per foot)

Size	Cost per Lineal Foot
2-inch PVC	\$7.00
4-inch PVC	\$10.00
6-inch ductile iron	\$30.00
8-inch ductile iron	\$40.00

NOTE: On extensions of 6 and 8-inch ductile iron pipe there will be an additional charge of \$1,000 per 500 feet for fire hydrant connection plus the hydrant fee stated above.

K. Sewers and Sewage Disposal

1. Tap-on fees
 - (a) Residences, single family - cluster homes, condominiums, townhouses, duplexes, row houses etc. per living unit (existing structures and new construction) served by sanitary facilities
 - (1) Inside City \$1,950.00¹
 - (2) Outside City \$2,250.00¹
 - (b) Additional units on same tap \$200.00
 - (c) Additional units requiring additional tap
OR, additional tap on same property
OR, relocation of existing lateral
 - (1) Inside City \$1,950.00¹
 - (2) Outside City \$2,250.00¹
 - (d) Car wash (existing structures and new construction)

(1)	First bay	
(i)	Inside City	\$1,950.00
(ii)	Outside City.....	\$2,925.00
(2)	Each additional bay	
(i)	Inside City	\$500.00
(ii)	Outside City.....	\$750.00
(e)	Multi-family complexes, hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks (existing structures and new construction)	
(1)	First rental unit/room	
(i)	Inside City	\$1,950.00
(ii)	Outside City.....	\$2,925.00
(2)	Each additional unit	
(i)	Inside City	\$200.00
(ii)	Outside City.....	\$300.00
(f)	Large and small commercial users, factories and shopping centers (existing structures and new construction)	
(1)	First 10,000 sq. ft. (or each additional lateral)	
(i)	Inside City	\$1,950.00
(ii)	Outside City.....	\$2,925.00
(2)	Each additional 10,000 sq. ft.	
(i)	Inside City	\$300.00
(ii)	Outside City.....	\$450.00
(g)	Low Pressure Tap Fees	
	On-site Individual Pump (requires evaluation, Public Works Director's written approval and written agreement with property owner)	
(1)	New Structures	
(i)	Inside City	\$5,000.00
(ii)	Outside City	\$5,300.00
(2)	Existing Structures	
(i)	Inside City	\$1,950.00
(ii)	Outside City	\$5,300.00
(h)	Sewer connection fee (charged to developer when City crews tap or connect developer installed collector lines to existing City trunklines).....	\$1,000.00

¹Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. Tap Fees may be financed over a ten (10) year period and shall be payable in equal monthly installments including interest charged at a rate established by this resolution. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note secured by a deed of trust in the amount of the tap fee payable to the City of Kingsport. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. Also, the property owner shall owe a lateral construction fee in addition to the current tap fee if the lateral is not in place at the time of connection.

2. Interest rate, per annum..... 9.5%
- Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.

3. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.

4. Definitions

(a) Financing:

Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note in the amount of the tap fee due payable to the City of Kingsport. The property owner(s) shall also be required to execute a Deed of Trust securing the note. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. The property owner(s) shall be further required to pay to the City a recording fee as set out herein at the time the Deed of Trust is executed.

Owners of the following classes of property:

- Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)
- Existing additional units

may finance the tap fee due and payable to the City over a ten (10) year period in equal monthly installments including interest charged at a rate established by this resolution upon the execution of a promissory note and a deed of trust securing the note.

In the event an outside property owner financing a tap fee is annexed he/she shall be given a pro rata credit to their outstanding principal balance in the month following the effective date of annexation equal to the difference between an outside tap fee and an inside tap fee in effect at the time the promissory note was initially entered into. The pro rata amount to be credited against the property owner's account will be determined by allocating the difference between an outside tap fee and an inside tap fee on a monthly basis over the term of the promissory note and applying the monthly amount to the number of installments remaining to be billed over the term of the promissory note as of the effective date of the annexation. The amount calculated by applying the monthly amount to the number of unbilled installments as the effective date of annexation will be applied as a credit against the property owner's outstanding principal balance. Financing shall not be available to owners of the following class of property:

- New residences located in subdivisions in which sewer mains and laterals have been installed by developers

Also, financing shall not be available in cases where the development is for speculative purposes. In determining if construction is for speculative purposes, any sewer tap permit issued in the name of a licensed contractor, plumber, developer, or broker shall be considered for speculative purposes and payment of the tap fee in full shall be required. In cases where a contractor

constructs a residence for personal occupancy and desires to finance the tap fee, the contractor/owner will be eligible to finance when he or she provides the City Recorder with (1) certification that the residence has been constructed for personal occupancy of the owner/ contractor, and (2) executes a standard City of Kingsport promissory note and deed of trust securing the note for sewer tap fees payable to the City of Kingsport. The "Certification of Construction for Personal Occupancy" shall be a standard form prescribed by the City Recorder and approved by the City Attorney.

(b) Categories of Uses

- (1) Single Family Residence: A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.
- (2) Row Houses: Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.
- (3) Additional Existing Units: Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.
- (4) Subdivisions and/or Planned Residential Development: Developments approved by the Kingsport Planning Commission where developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.
- (5) Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are rented, but each dwelling unit may be under individual ownership.
- (6) Multi-family Complex: Usually consists of one building with direct access from building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.
- (7) Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.
- (8) Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.
- (9) Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set

forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 26-124 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.

- 5. Monthly sewer service charges
 - (a) Class I sewerage inside City
 - per 1,000 gallons per month\$8.14
 - Minimum charge (2,000 gallons).....\$16.28
 - (b) Class I sewerage outside City
 - per 1,000 gallons per month\$12.24
 - Minimum charge (2,000 gallons).....\$24.48
 - (c) Class II sewerage surcharge fees
 - (1) BOD per lb.....\$0.204
 - (2) TSS per lb.....\$0.102
 - (d) Residential or commercial water customers located within the corporate limits of the City of Kingsport where sanitary sewers are not available and are identified by the Public Works Director as receiving septic tank pumping and waste hauling services provided by the City of Kingsport shall be subject to the sewer user fee for Class I customers as set out in (a) above. Tap fee applicable to property served shall be paid before such service begins.

NOTE: The sewer usage rates set out in paragraph K.5 above shall be applicable effective for billing on or after July 1, 2018.

- 6. A sewer cap shall be established for all residential customers as follows:
 - (a) An average base figure on water consumption will be established for individual residential customers. This figure will be calculated by using the consumption by each metered customer during the five-month billing periods of December to April, winter months when water usage is reasonably stable, and when most water enters the City sewer system.
 - (b) Since sewer fees are based on per-thousand-gallon usage, the average that was calculated from the winter period will be rounded-up to the next thousand-gallon level.
 - (c) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.
 - (d) Once established, the final average will be used as the annual individual sewer cap for the following year. A new cap will be established during each winter period and the procedure will be repeated.
 - (e) Any new residential customer will be assigned a cap of 8,000 until an average individual cap can be established.

- 7. Wastewater discharge permit fees
 - (a) Non-domestic permit application
 - (1) Original application
 - (i) Inside City \$50.00
 - (ii) Outside City \$60.00
 - (2) Renewal application
 - (i) Inside City \$25.00
 - (ii) Outside City \$30.00

Fee is non-refundable. Applicants who file an application with incomplete or missing information have thirty (30) days to correct and resubmit the application. Those applicants not resubmitting within 30 days will be required to start the application process over, including payment of another fee.

	(b)	Non-domestic permits (annual fee)	
		(i) Inside City.....	\$200.00
		(ii) Outside City	\$240.00
		Permits are issued for annual periods not to exceed a 5-year time limit.	
		Fees are based on an annual rate.	
	(c)	Transfer permit.....	\$100.00
8.		Waste Water Appeals Board fee	\$250.00
9.		Water/Sewer Monitoring, inspection and surveillance fees	
	(a)	Lateral inspection	
		(1) Inside City (per foot).....	\$2.00
		(2) Outside City (per foot).....	\$3.00
		(3) Minimum charge	\$50.00
	(b)	Dye/Smoke test	
		(1) Inside City	\$50.00
		(2) Outside City	\$75.00
	(c)	Investigation of odor	
		(1) Inside City.....	\$50.00
		(2) Outside City	\$75.00
	(d)	Pretreatment inspection.....	\$50.00
	(e)	Sample collection/composite	
		(1) City provides equipment	\$50.00
		(2) Industry provides equipment.....	\$30.00
	(f)	Sample collection/grab	\$50.00
	(g)	Flow monitoring (per day).....	\$50.00
	(h)	5-day BOD	\$25.00
	(i)	Total Coliform/E-Coli	\$35.00
	(j)	Total suspended solids.....	\$15.00
	(k)	Dissolved oxygen	\$10.00
	(l)	Ammonia	\$20.00
	(m)	pH	\$10.00
	(n)	Temperature.....	\$10.00
	(o)	Oil and grease	\$50.00
10.		Waste hauler permit fee (annual)	\$50.00
11.		Hauled waste disposal	
	(a)	Domestic (per load up to 2,000 gallons)	\$75.00
	(b)	Non-domestic (per 1,000 gallons)	
		(1) Inside City.....	\$150.00
		(2) Outside City (in 201 area)	\$250.00
		(3) Outside City (out of 201 area)	\$400.00
12.		Application exception	\$500.00
		(temporary exception to waste water discharge restrictions)	
		1 per year not to exceed 180 days	
13.		Lateral cleaning	
	(a)	Inside City	\$100.00
	(b)	Outside City.....	\$150.00
14.		Relocation of residential pump	
	(a)	Inside City	\$3,000.00
	(b)	Outside City.....	\$4,500.00

- 15. UST discharge permit fee (per tank) \$100.00
- 16. Groundwater discharge permit fee \$250.00
(annual fee, per location)
- 17. Manhole adjustment fee (per foot adjusted) \$200.00
- 18. Lateral location fee
 - (a) Inside City \$150.00
 - (b) Outside City \$200.00

L. Stormwater User's Fee Rates

*The terms used in this subsection L shall have the same meaning ascribed to such terms in Ordinance No. 6146, establishing the stormwater utility.

*The single-family unit (SFU) is hereby established as 3,794 square feet of impervious surface area. The base rate for stormwater user's fees is \$3.50 per month per SFU.

*For the other developed property classification in the chart below, the number of single-family units is determined by dividing the total square footage of impervious surface area of the property by the single-family unit (SFU) rounded to the nearest tenth. The minimum value shall not be less than one single-family unit.

The stormwater user's fee rate for non-exempt single-family residential property, non-single family residential property, and other developed property classifications are shown in the following chart:

Classification	% SFU	Stormwater User's Fee Monthly Rate
Single-Family Residential Property		
Tier (square footage of impervious surface)		
0 to 1,912	70	\$2.45 per month
1,913 to 6,269	100	\$3.50 per month
6,270 and beyond	140	\$4.90 per month
Non-Single Family Residential Property – Duplexes, townhouses, apartments, condominiums, mobile homes, etc.		
<i>Charge Per Each Dwelling Unit</i>	60	\$2.10 per month
Other Developed Property – Commercial, industrial, institutional, recreational, cultural, churches, parking lots, etc.	Variable, depending on amount of impervious surface area	\$3.50 per SFU per month with a minimum fee of no less than \$3.50 per month

The stormwater user's fee shall be effective beginning February 1, 2012. The fee will become due at the end of the month in which it is charged, and it will be payable in the following month.

M. Payment Processing Posting Priority

Payments for services billed on City utility statements will be processed, posted and applied to the accounts receivable in the following order of priority:

<u>Payment Priority</u>	<u>Accounts Receivable Description</u>
10.....	Bankruptcy
11.....	Balance Forward
12.....	Payment Correction Transfer Balance
13.....	Returned Check Fee
14.....	Service Charges
15.....	Returned Check Transfer Balance
16.....	Declined Credit Card IVR Fee
17.....	Non-Payment Fee

- 18.....Final Bill
- 19.....Installation Fees
- 20.....Water Tap Fees
- 21.....Lines Extension Estimate
- 22.....Utility Deposit
- 23.....Finance Department Adjustment
- 30.....Stormwater Penalty
- 31.....Stormwater Fees
- 40.....Residential Garbage – Backdoor
- 41.....Residential Garbage – Curbside
- 42.....Multi-Family/Business/Professional Complex Garbage
- 60.....Miscellaneous Charge
- 61.....Deposit Interest
- 62.....Census Survey
- 78.....Sewer Penalties
- 79.....Sewer Sales
- 87.....State Sales Tax
- 88.....Water Penalties
- 89.....Water Sales

N. Bulk Sale of Residential Water and Sewer Taps – Bundled (Taps purchased as a bundle and assigned to an existing address)
 If the account is not activated within the first year, minimum usage rates will begin one year from the date of purchase.

- 1. 10-19 taps purchased as a bundle
 - (a) Inside City.....25% discount
 - (b) Outside City.....20% discount
- 2. 20 or more taps purchased as a bundle
 - (a) Inside City.....50% discount
 - (b) Outside City.....40% discount

Chapter 110 - Vehicles for Hire

A. Charter Bus Fees

- 1. Per hour (subject to a three (3) hour minimum charge) \$40.00
- 2. Private Charter of 24-passenger Mini-Bus (first 2 hours)..... \$150.00
 - (a) (per hour thereafter) \$100.00
- 3. Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus
 - (a) (First two hours) \$125.00
 - (b) (per hour thereafter) \$80.00

[NOTE: Fees are for actual time beginning when vehicle leaves City Garage until return to City Garage.]

B. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)

- Side Panel (each)..... \$7,000.00
- Back Panel \$4,000.00
- Both Sides and Back Panel \$15,000.00

C. KATS Fixed-Route Service Fares

- 1. Regular fare \$1.00
- 2. 65 and over..... \$0.50
- 3. Handicapped..... \$0.50
- 4. Monthly Pass \$20.00
- 5. City Employees/Students with valid ID/Children under age 18 Free
- 6. Military Veterans with Valid ID..... \$0.50

7.	Route Deviation	\$1.00
8.	Multi-Ride Ticket Book (24 one-way trips)	\$20.00
9.	Multi-Ride Ticket Book Reduced Fare (24 one-way trips).....	\$12.00
10.	Weekly Pass***	\$5.00
11.	Daily Pass***	\$2.00
D.	KATS ADA/Paratransit Fares (Individuals must be certified to use service, staff will determine contiguous areas newly annexed throughout the year that are adopted by designated ADA Zone map, which is on file in the KATS administration office.)	
1.	Zone 1, ADA/Paratransit trips within Blue Zone (one-way trip).....	\$2.00
2.	Zone 2, ADA/Paratransit trips within Green Zone (one-way trip)....	\$4.00
3.	Zone 3, ADA/Paratransit trips within Yellow Zone (one-way trip)....	\$5.00
E.	KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)	
1.	Dial-A-Ride 65, Trips within ADA Zone 1 (one-way trip)	\$3.00
2.	Dial-A-Ride 65, Trips within ADA Zone 2 (one-way trip)	\$4.00
3.	Dial-A-Ride 65, Trips within ADA Zone 3 (one-way trip)	\$5.00
F.	KATS Dial-A-Ride Job Assist (service to individuals traveling to and from work, when ADA capacity allows)	
1.	Dial-A-Ride Job Assist, Trips within ADA Zone 1 (one-way trip)	\$3.00
2.	Dial-A-Ride Job Assist, Trips within ADA Zone 2 (one-way trip)	\$4.00
3.	Dial-A-Ride Job Assist, Trips within ADA Zone 3 (one-way trip)	\$5.00
G.	Dial-A-Ride Multi-Ride Ticket Book (24 tickets worth \$1.00 each)	\$24.00
H.	No Show Fee (does not apply to ADA trips). A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-shows or late cancellations are not counted when there are situations beyond the rider's control that prevents the rider from notifying KATS that the trip cannot be taken. Customers who miss three (3) or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.	
I.	Program/Discount Card Replacement	\$1.00

*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

Chapter 114 - Zoning

A.	Planning and Zoning Fees	
1.	Rezoning application fees:	
(a)	Any downsizing (from higher to lower density).....	\$200.00
(b)	Any rezoning less than 20 acres.....	\$400.00
(c)	Any rezoning over 20 acres.....	\$450.00
2.	Board of Zoning Appeals	
(a)	Application for Special Exception.....	\$100.00
(b)	Application for Variance.....	\$50.00
(c)	Application for Administrative Review	\$50.00
3.	Historic Zoning Commission	
(a)	Case filed for hearing at HZC Meeting	\$50.00
(b)	Case filed for In-House Approval with HZC	No charge
4.	Each case filed with the Gateway Review Committee.....	\$50.00
5.	Planned Developments (including condominiums).....	\$20.00 per unit

- 6. Site Plan (ZDP-PD-M1-R-MX):
 - (a) Preliminary \$100.00
 - (b) Final..... \$50.00
- 7. Communications tower
 - (a) New tower \$1,500.00
 - (b) Co-located antennas \$350.00
- B. Subdivision fees
 - 1. Preliminary Plat \$200.00
 - 2. Construction Plans..... (to be determined by Engineering)
 - 3. Final Plat (including minor subdivisions) \$25.00 per lot
 - 4. Bond Recording Fee (per page) \$4.00
- C. Right-of-Way Vacating application fee \$75.00
- D. Off-Premise Signs, Per Face (annual) \$100.00
- E. Zoning Verification Letter.....\$20.00
- F. Geographic Information Services (GIS) Fees:
 - 1. Map Products
 - (a) Staff time, per hour..... \$23.00
 - (b) Hard copy maps, standard sizes
 - (1) 48" x 36" (includes Kingsport Street Index Map & all Map Books) . \$30.00
 - (2) 36" x 24" \$25.00
 - (3) 8.5" x 11" \$10.00
 - (c) Hard copy maps, custom sizes (per inch, by longest side).....\$0.63
 - (d) Tax maps, 911 maps, and subdivision plats (per copy) \$5.00
 - 2. Standard GIS Reports (street dictionary, etc., per page) \$0.10
 - 3. Geographic Data for commercial users 5%
(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)

[Note: The above costs will apply to GIS/Engineering data/maps distributed by other Departments or Divisions.]

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the fees, rates, and charges set out in this resolution shall be in effect from and after its date of adoption unless otherwise stated herein, or until and unless any fee, rate, or charge is changed by subsequent resolution.

Adopted this 19th day of June, 2019.

ATTEST:

JOHN CLARK, Mayor

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Fee Description (FY20 changes)	New Fee	Amended Fee	Old Fee
CHAPTER 54 - LIBRARY			
Library User Fees			
Charge per day each MP3 Player (max \$10 each player)			\$2.00 (fee deleted)
Charge per day each Nook			\$5.00 (fee deleted)
Charge if color Nook is more than 25 days overdue (replacement)			\$249.00 (fee deleted)
Charge if black & white Nook is more than 25 days overdue (replacement)			\$139.00 (fee deleted)
Charge for Nook returned in drop box			\$25.00 (fee deleted)
Charge if Nook charger is returned uncharged			\$2.00 (fee deleted)
Lost Material Fees			
Library card subsequent replacement	\$5.00		
Color Nook			\$249.00 (fee deleted)
Black and White Nook			\$139.00 (fee deleted)
Cover for Nook (depending on type)			24.95/29.95 (fee deleted)
Duplication Fees			
Fax per page	\$1.00		
Other			
Auditorium use, per hour		\$25.00	\$10.00
Board Room, per hour		\$15.00	\$5.00
Television/DVD player, per use			\$15.00 (fee deleted)
Slide projector, per use			\$15.00 (fee deleted)
Overhead projector, per use			\$15.00 (fee deleted)
3D printer per gram of PLA, nGen filament			\$0.10 (fee deleted)
Makerspace			
Buttons	\$0.25		
Magnets	\$0.50		
Cricut page	\$1.50		
Laminator, per inch	\$0.05		
Hotpot			
Checkout, 7 days	\$10.00		
Overdue, per day	\$5.00		
Maximum overdue fee	\$25.00		
Charge if returned anywhere but to library staff	\$25.00		
Lost USB cable	\$10.00		
Lost charger	\$10.00		
Lost carrying case	\$5.00		
Lost hotspot	\$50.00		
CHAPTER 66 - PARKS AND RECREATION			
Parks and Recreation Events/Facilities			
Allandale			
Mansion and Garden basic rental fees			
FROM 0-50 people, Mon-Fri, 8am-5pm TO 0-100, Mon-Thurs, 10:30am-5pm		\$175.00	\$115.00
FROM 0-50 people, Mon-Fri, 8am-5pm TO 0-100, Mon-Thurs, 10:30am-5pm event w/tickets		\$260.00	\$175.00
FROM 0-100 people, Mon-Thus 5pm-Midnight TO 0-100, Mon-Thur 5pm-11pm w/no change			

Fee Description (FY20 changes)	New Fee	Amended Fee	Old Fee
Mansion and Garden Wedding and/or Wedding reception rental fees			
FROM 0-50 people, Mon-Fri, 8am-5pm TO 0-100, Mon-Thurs, 10:30am-5pm		\$275.00	\$250.00
Rehearsal Fees (all facilities and grounds)			
FROM Mon-Thurs, 4pm-midnight* TO 4pm-9pm(2 hour minimum)			
*ALL 8am -midnight and 5pm-midnight rental times have been removed w/no change in fee			
Vendors display fee (flyers, calling cards, etc)	\$25.00	per year	
Kingsport Aquatic Center Events/Facilities			
Rentals - Lap Lane			
short course (maximum of 8 swimmers per lane) per hour		\$10.00	\$8.00
long course (maximum of 16 swimmers per lane) per hour		\$20.00	\$16.00
Training courses			
Lifeguard training member		\$200.00	\$175.00
Lifeguard training non-member		\$225.00	\$200.00
Water safety instructor member		\$200.00	\$175.00
Water safety instructor non-member		\$225.00	\$200.00
Birthday Party Packages			
A (basic package)		\$200.00	\$175.00
B (Package A plus 1/4 sheet cake, drinks & 15 party bags)		\$260.00	\$235.00
C (includes Package B plus 2 large 1 topping pizzas)		\$285.00	\$260.00
CHAPTER 86 - SOLID WASTE			
Removal of Garbage, Trash and Recycling			
KHRA & Kingsport City Schools dumpster pickup		\$20.00	\$12.00
CHAPTER 102 - UTILITIES			
Water Usage Rate Schedule	Meter Inside City		
First 2,000 gallons		\$4.19	\$4.07 per 1,000 gallons
Next 13,000 gallons		\$3.37	\$3.27 per 1,000 gallons
Next 55,000 gallons		\$2.60	\$2.52 per 1,000 gallons
All over 70,000 gallons		\$1.85	\$1.80 per 1,000 gallons
Monthly Sewer Service Charges			
Class I sewerage inside City per 1,000 gallons per month		\$8.14	\$7.90 per 1,000 gallons
Minimum charge (2,000 gallons)		\$16.28	\$15.80
Class I sewerage outside City per 1,000 gallons per month		\$12.24	\$11.88 per 1,000 gallons
Minimum charge (2,000 gallons)		\$24.48	\$23.76
CHAPTER 110 - VEHICLES FOR HIRE			
KATS Fixed Route Service Fares			
Route deviation	\$1.00		



AGENDA ACTION FORM

Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection

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

Action Form No.: AF-144-2019
Work Session: June 17, 2019
First Reading: N/A

Final Adoption: June 18, 2019
Staff Work By: Ronnie Hammonds
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Since 2007, the City of Kingsport has provided garbage collection service to the town of Mt. Carmel. The City of Kingsport proposes to extend that service through a one year contract with Mt. Carmel. This contract brings a monthly revenue of \$13,954, and a yearly revenue of \$167,448. The contract covers garbage collection service only.

Attachments:

- 1. Resolution
- 2. Interlocal Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE COLLECTION TO SERVE THE TOWN OF MOUNT CARMEL, TENNESSEE

WHEREAS, the city would like to enter into an inter-local cooperation agreement with the Town of Mount Carmel to provide residential automated garbage collection for the town: and,

WHEREAS, the contract brings a monthly revenue of \$13,954.00, and a yearly revenue of \$167,448.00 and the contract covers garbage collection service only.

Now therefore,

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

SECTION I. That the Inter-Local Agreement between the city and the Town of Mount Carmel for residential automated garbage collection 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, an Inter-Local Agreement for residential automated garbage collection to serve the Town of Mount Carmel, said agreement being substantially in the form as hereinafter set out, along with all other documents necessary and proper to effectuate the purpose of the agreement said agreement being generally as follows:

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this the ____ day of _____, 2019, by and between the TOWN OF MOUNT CARMEL, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Refuse collection as defined herein within the corporate limits of Mt. Carmel at a price of \$13,594.00 dollars, which is \$6.25 per month for 2,175 Carts in the city limits of Mt. Carmel, subject to adjustments provided for herein. Kingsport will provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts will be placed at curbside by 6:00 a.m. on the designated collection day. Residential Refuse must be placed in the ninety-six (96) gallon Cart provided by Kingsport to be collected by Kingsport.
2. The initial term of this Agreement will commence on _____, 2019 and end on _____, 2020.
3. Mt. Carmel will pick up or caused to be picked up Bags, Bulky Waste, Bundled Items, Construction Debris, Dead Animals, Rubbish, and any other trash, Garbage or items for disposal that are not Residential Refuse and that are not contained in the Cart provided by Kingsport.
4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to

Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Refuse herein. Only the Carts supplied by Kingsport will be used for this collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.

6. The current site for the disposal of the Residential Refuse collected hereunder is the BFI landfill in the Carter's Valley Community. This site is available pursuant to an agreement between Hawkins County, Tennessee and BFI to which neither Kingsport or Mt. Carmel is a party. In the event the agreement is ever modified such that it is no longer available free of charge, the cost hereunder will be re-negotiated.

7. Each Cart will be placed at curbside for collection. Kingsport may indicate the location for the placement of a Cart. Curbside refers to that portion of right-of-way fronting the residential dwelling and adjacent to paved or traveled streets. Carts will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Cart will be placed as close as practicable to an access point for the collection vehicle. Kingsport may decline to collect any Cart not placed in accordance with this section.

8. Mt. Carmel agrees to impose the same restrictions and requirements on the citizens of Mt. Carmel who are serviced by this Interlocal Agreement as Kingsport imposes on its citizens for Residential Refuse collection, and Mt. Carmel agrees it will take the action necessary to enforce such requirements, including but not limited to the requirements for automated Residential Refuse collection. This includes but is not limited to the requirement that the customer pay for a replacement Cart when the Cart is no longer reasonable usable, damaged beyond reasonable use, stolen or lost or if the customer wants an additional Cart.

9. Collection of garbage will not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours will be effected only upon the mutual agreement of the respective public works directors of Mt. Carmel and Kingsport, or when Kingsport reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

10. Collection routes will be established by Kingsport. Kingsport will submit a map designating the collection routes to Mt. Carmel for its approval, which will not be unreasonably withheld. Kingsport may from time to time propose to Mt. Carmel changes in routes or days of collection.

11. Kingsport observes certain holidays that may alter the scheduled pick up days. Kingsport has the right to alter the scheduled pick up days due to the observance of a holiday, but Kingsport will provide collection service at least once per week. The current holidays include: New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor and aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Kingsport of its obligation to provide collection service at least once per week.

12. The beginning Cart count for this Agreement is 2,175 Carts. A new Cart count will be established for every twenty-five (25) additional Carts provided. The monthly charge set out in paragraph 1 will increase by \$6.25 per Cart per month upon the establishment of a new Cart count, or at the newly established rate determined in accordance with section 20 herein. In no event will the Cart count be reduced.

13. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein with permitted adjustments. Kingsport will be entitled to payment for services rendered regardless of whether or not Mt. Carmel collects from the customer for such services.

14. Apartment complexes or condominiums with more than six (6) units will not be considered residential units and the owners must make their own arrangements for collection and disposal.

15. All complaints will be made directly to Kingsport Streets Sanitation Division at 229-9451 between 8:00 a.m. and 3:00 p.m. Monday through Friday. In the case of alleged missed scheduled collections, Kingsport will investigate and, if such allegations are verified, will arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. However, in no event will Kingsport be required to collect any item not contained in the Cart.

16. Kingsport will provide an adequate number of vehicles for regular collection services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition at all times. Only truck bodies specifically constructed by a recognized manufacturer of this type of

specialized equipment for handling of garbage will be acceptable. Each vehicle will have clearly visible on each side a designation showing the vehicle is Kingsport's vehicle.

17. Kingsport will maintain local telephone service where it can be contacted. A person will be available from 8:00 a.m. to 4:30 p.m. on regularly scheduled collection days. Kingsport Streets and Sanitation Division has a present address and phone number as follows:

609 Industry Drive
Kingsport, Tennessee 37660
423-229-9451

18. Mt. Carmel will notify all Producers at Residential Units about complaint procedures, regulations, and day(s) for scheduled refuse collection by posting such notification on the Carts.

19. Kingsport's employees will be the responsibility of Kingsport, although nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act. Appropriate protective clothing or equipment for Kingsport's employees is Kingsport's responsibility. Kingsport's employees will deal with customers and citizens in a courteous manner and will avoid abusive and obscene language or behavior.

20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

Bags – Bags will mean a bag made of plastic approximately two (2) feet in diameter and no more than four (4) feet in length and be of sufficient strength to contain the weight of the contents without breaking open. Such plastic bags must be securely tied and will contain only leaves and yard trimmings.

Bulky Waste – Bulky Waste will mean stoves, refrigerators (if certification is attached that freon has been reclaimed), water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

Bundled Items – Bundled items will mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding ten feet in length or 5" inches in diameter.

Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart - A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer - An occupant of a Residential Unit who generates Refuse.

Refuse - This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse - All Garbage generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium

dwelling or an apartment complex whether of single or multi-level construction, consisting of six or less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit.

Rubbish – Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste – Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

[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 amendment, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

ADOPTED this the 18th day of June, 2019.

JOHN CLARK, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this the ____ day of _____, 2019, by and between the TOWN OF MOUNT CARMEL, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Refuse collection as defined herein within the corporate limits of Mt. Carmel at a price of \$13,594.00 dollars, which is \$6.25 per month for 2,175 Carts in the city limits of Mt. Carmel, subject to adjustments provided for herein. Kingsport will provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts will be placed at curbside by 6:00 a.m. on the designated collection day. Residential Refuse must be placed in the ninety-six (96) gallon Cart provided by Kingsport to be collected by Kingsport.

2. The initial term of this Agreement will commence on _____, 2019 and end on _____, 2020.

3. Mt. Carmel will pick up or caused to be picked up Bags, Bulky Waste, Bundled Items, Construction Debris, Dead Animals, Rubbish, and any other trash, Garbage or items for disposal that are not Residential Refuse and that are not contained in the Cart provided by Kingsport.

4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Reuse herein. Only the Carts supplied by Kingsport will be

used for this collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.

6. The current site for the disposal of the Residential Refuse collected hereunder is the BFI landfill in the Carter's Valley Community. This site is available pursuant to an agreement between Hawkins County, Tennessee and BFI to which neither Kingsport or Mt. Carmel is a party. In the event the agreement is ever modified such that it is no longer available free of charge, the cost hereunder will be re-negotiated.

7. Each Cart will be placed at curbside for collection. Kingsport may indicate the location for the placement of a Cart. Curbside refers to that portion of right-of-way fronting the residential dwelling and adjacent to paved or traveled streets. Carts will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Cart will be placed as close as practicable to an access point for the collection vehicle. Kingsport may decline to collect any Cart not placed in accordance with this section.

8. Mt. Carmel agrees to impose the same restrictions and requirements on the citizens of Mt. Carmel who are serviced by this Interlocal Agreement as Kingsport imposes on its citizens for Residential Refuse collection, and Mt. Carmel agrees it will take the action necessary to enforce such requirements, including but not limited to the requirements for automated Residential Refuse collection. This includes but is not limited to the requirement that the customer pay for a replacement Cart when the Cart is no longer reasonable usable, damaged beyond reasonable use, stolen or lost or if the customer wants an additional Cart.

9. Collection of garbage will not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours will be effected only upon the mutual agreement of the respective public works directors of Mt. Carmel and Kingsport, or when Kingsport reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

10. Collection routes will be established by Kingsport. Kingsport will submit a map designating the collection routes to Mt. Carmel for its approval, which will not be unreasonably withheld. Kingsport may from time to time propose to Mt. Carmel changes in routes or days of collection.

11. Kingsport observes certain holidays that may alter the scheduled pick up days. Kingsport has the right to alter the scheduled pick up days due to the observance of a holiday, but Kingsport will provide collection service at least once per week. The current holidays include: New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor

and aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Kingsport of its obligation to provide collection service at least once per week.

12. The beginning Cart count for this Agreement is 2,175 Carts. A new Cart count will be established for every twenty-five (25) additional Carts provided. The monthly charge set out in paragraph 1 will increase by \$6.25 per Cart per month upon the establishment of a new Cart count, or at the newly established rate determined in accordance with section 20 herein. In no event will the Cart count be reduced.

13. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein with permitted adjustments. Kingsport will be entitled to payment for services rendered regardless of whether or not Mt. Carmel collects from the customer for such services.

14. Apartment complexes or condominiums with more than six (6) units will not be considered residential units and the owners must make their own arrangements for collection and disposal.

15. All complaints will be made directly to Kingsport Streets Sanitation Division at 229-9451 between 8:00 a.m. and 3:00 p.m. Monday through Friday. In the case of alleged missed scheduled collections, Kingsport will investigate and, if such allegations are verified, will arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. However, in no event will Kingsport be required to collect any item not contained in the Cart.

16. Kingsport will provide an adequate number of vehicles for regular collection services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition at all times. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized equipment for handling of garbage will be acceptable. Each vehicle will have clearly visible on each side a designation showing the vehicle is Kingsport's vehicle.

17. Kingsport will maintain local telephone service where it can be contacted. A person will be available from 8:00 a.m. to 4:30 p.m. on regularly scheduled collection days. Kingsport Streets and Sanitation Division has a present address and phone number as follows:

609 Industry Drive
Kingsport, Tennessee 37660
423-229-9451

18. Mt. Carmel will notify all Producers at Residential Units about complaint procedures, regulations, and day(s) for scheduled refuse collection by posting such notification on the Carts.

19. Kingsport's employees will be the responsibility of Kingsport, although nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act. Appropriate protective clothing or equipment for Kingsport's employees is Kingsport's responsibility. Kingsport's employees will deal with customers and citizens in a courteous manner and will avoid abusive and obscene language or behavior.

20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

Bags – Bags will mean a bag made of plastic approximately two (2) feet in diameter and no more than four (4) feet in length and be of sufficient strength to contain the weight of the contents without breaking open. Such plastic bags must be securely tied and will contain only leaves and yard trimmings.

Bulky Waste – Bulky Waste will mean stoves, refrigerators (if certification is attached that freon has been reclaimed), water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

Bundled Items – Bundled items will mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding ten feet in length or 5" inches in diameter.

Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart - A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer - An occupant of a Residential Unit who generates Refuse.

Refuse - This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse - All Garbage generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling or an apartment complex whether of single or multi-level construction, consisting of six or less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit.

Rubbish – Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste – Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of

the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

**TOWN OF MOUNT CARMEL,
TENNESSEE**

ATTEST:

_____, City Recorder

By: _____
_____, Mayor

APPROVED AS TO FORM:

City Attorney for Mount Carmel

CITY OF KINGSPORT, TENNESSEE

ATTEST:

Sidney H. Cox, City Recorder

By: _____
John Clark, Mayor

APPROVED AS TO FORM:

J. Michael Billingsley
City Attorney for Kingsport



AGENDA ACTION FORM

Interdepartmental Work Estimate with the Sullivan County Highway Department for Resurfacing of the City's Portion of Orebank Road

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

Action Form No.: AF-145-2019
Work Session: June 17, 2019
First Reading: N/A

Final Adoption: June 18, 2019
Staff Work By: Ronnie Hammonds
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The City portion of Orebank Road from near Reedy Creek to the intersection of East Stone Drive is bordered by Sullivan County. Sullivan County is preparing to resurface their portion of the roadway. It is in the best interest of both the City and Sullivan County to have this section of Orebank Road completed at the same time by Sullivan County. The length of the City portion of roadway is approximately 3,840 feet. Cost is estimated at \$28,760.

Funding will be taken from GP1846, NC1701 and NC1800.

Attachments:

- 1. Resolution
- 2. Work Estimate

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

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

WHEREAS, Sullivan County is preparing to resurface their portion of Orebank Road, near Reedy Creek to the intersection of East Stone Drive, outside the city limits; and

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

WHEREAS, the cost of the resurfacing is estimated to be \$28,760.00; and

WHEREAS, funds are available in GP1846, NC1701 and NC1800.

Now therefore,

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

SECTION I. That the work estimate provided by the Sullivan County Highway Department for the resurfacing approximately 3,840 feet portion of Orebank Road, near Reedy Creek to the intersection of East Stone Drive for a payment of \$28,760.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, any documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of this resolution.

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

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

ADOPTED this the 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**SULLIVAN COUNTY HIGHWAY DEPARTMENT
INTERDEPARTMENTAL
WORK ESTIMATE**

Project I.D.- Orebank Rd
Sub Division- Resurface from County Line / Kingsport City Limits to 11W

ITEM	DESCRIPTION	UNITS	RATE/UNIT	EXTENSION
1	ASC MIX (PG 64-22) Grade D	166 Tons	\$92.00 per Ton	\$15,272.00
2	ASC MIX (PG 64-22) Grade C	138 Tons	\$92.00 per Ton	\$12,696.00
3	Liquid Cement Tack	100 Gal	1.70 per Gal	\$170.00
4	Stop Bars Replacement	36 Linear Feet	\$9.50 per Linear Feet	\$342.00
5	Striping Replacement	3840 Feet	\$13.70 per Foot	\$280.00
	This is the total cost for the Department to produce, transport, and place the Asphalt for a roadway overlay.			
				\$ 28,760.00

TOTAL \$ 28,760.00

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

Approved for SCHD: _____

Accepted By: _____



AGENDA ACTION FORM

Execute an Amendment to the Contract between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)

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

Action Form No.: AF-146-2019
Work Session: June 17, 2019
First Reading: N/A

Final Adoption: June 18, 2019
Staff Work By: Ronnie Hammonds
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Tennessee's solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities. In June 1996, the City executed a contract in lieu of a performance bond. The present amount of financial assurance is \$2,072,728.60. This amount must be adjusted annually for inflation. The new amount of \$2,120,401.35 requires an amendment to the contract.

Attachments:

- 1. Resolution
- 2. Contract in Lieu of Performance Bond Amendment

Funding source appropriate and funds are available: je

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

WHEREAS, in 1996, the board approved a resolution authorizing the mayor to sign a Contract in Lieu of Performance Bond with the Tennessee Department of Environment and Conservation for the demolition landfill; and

WHEREAS, due to inflation, the amount of the financial assurance changes annually; and

WHEREAS, the amount of the financial assurance in the current contract should be changed from \$2,072,728.60 to \$2,120,401.35

Now therefore,

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

SECTION I. That an amendment to the Contract in Lieu of Performance Bond with Tennessee Department of Environment and Conservation is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the Contract in Lieu of Performance Bond with Tennessee Department of Environment and Conservation for the demolition landfill and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment of Contract in Lieu of Performance Bond

Whereas, the City of Kingsport and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the City of Kingsport Demolition Landfill, Permit Number DML820000016; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to

\$2,072,728.60 from any funds being disbursed or to be disbursed from the State to the City of Kingsport as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and the City of Kingsport, desire to change the amount of said financial assurance from \$2,072,728.60 to \$ 2,120,401.35.

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "\$2,072,728.60" is deleted and the figure "\$2,120,401.35" is substituted in lieu thereof.

Date of Amendment to Contract _____

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized and directed to make such changes approved by the mayor and the city attorney to the agreement as setout 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 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

FINANCIAL RESPONSIBILITY

CUSTOMER DATABASE

DIVISION	Solid Waste Management		Evaluated by:	DFL
(UST ONLY)	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> ELIGIBILITY ASSUMED	<input type="checkbox"/> FUND PARTICIPANT <input type="checkbox"/> NOT FUND ELIGIBLE	<input type="checkbox"/> NOT PARTICIPATING IN THE FUND	
OWNER/ OPERATOR NAME	Kingsport Demolition Landfill			
ADDRESS	225 West Center Street	225 West Center Street	05/25/17	609 West Industry Drive
	Kingsport, TN 37660	Kingsport, TN 37660		Kingsport, TN 37660
CONTACT PERSON	Mr. John Clark	Renee McBryar		Ronnie Hammonds
TITLE	Mayor (Kingsport, TN)	Executive Assistant		Streets & Sanitation Manager
TELEPHONE #	(423) 229-9400	(423) 229-9412		(423) 229-9497
FAX NUMBER		(423) 229-9350		
CORPORATE PARENT/OWNER				
ADDRESS	JohnClark@KingsportTN.gov	ReneeMcBryar@KingsportTN.gov		
	EMAIL Inflation Adjustment Notice			
CONTACT PERSON				
TITLE				
TELEPHONE #				
FAX NUMBER				
HW INSTALLATION ID # (EPA)				
SOLID WASTE PERMIT #	DML820000016			
UST OWNER ID #				
COUNTY #	163			
ENVIRONMENTAL FIELD OFFICE	Johnson City			
MANAGER	Chris Lamb			
TELEPHONE #	(423) 854-5437			

FACILITY ID#(s) OR PERMIT #(s) UNDER THIS OWNER

FACILITY OR PERMIT
ID #

LOCATION OR ADDRESS

DML820000016

Kingsport, TN



AGENDA ACTION FORM

Amend Contract with Mark III to Extend One More Year

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

Action Form No.: AF-142-2019
Work Session: June 17, 2019
First Reading: N/A

Final Adoption: June 18, 2019
Staff Work By: George DeCroes
Presentation By: George DeCroes

Recommendation:

Approve the Resolution.

Executive Summary:

On July 1, 2017 an agreement with Mark III Employee Benefits was signed for services for one year. This was our first year with Mark III Employee Benefits after a number of years with another vendor. Last year we renewed for one year at the same cost of \$35000

We recommend an additional year with Mark III Employee Benefits to further evaluate their services for a total cost of \$35000. Funding is in the budget in Account # 625-1604-413-20-20.

Attachments:

- 1. Resolution

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH MARK III EMPLOYEE BENEFITS TO EXTEND THE CONTRACT FOR ONE YEAR; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in July, 2017, the city entered into an agreement with Mark III Employee Benefits, which provides review of all city benefit plans and programs and makes recommendations; and

WHEREAS, the terms were for one year at a cost of \$35,000.00, and the agreement will expire on June 30, 2018 and the city has renewed for one year; and

WHEREAS, the city would like to amend that agreement to add an additional year at a cost of \$35,000.00 to expire on June 30, 2020; and

WHEREAS, funding is available in Account # 625-1604-413-20-20;

Now therefore,

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

SECTION I. That an amendment to the agreement with Mark III Employee Benefits to extend the agreement for an additional year 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 of Mark III Employee Benefits and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

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

SECTION 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 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Kingsport School Nutrition Services to Execute an Amendment to Renew the Agreement with Tyson Prepared Foods, Inc. and Authorizing the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-155-2019
Work Session: June 17, 2019
First Reading: N/A

Final Adoption: June 18, 2019
Staff Work By: Committee
Presentation By: D. Frye/J. Walker

Recommendation:

Approve the Resolution.

Executive Summary:

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

The recommendation to renew the Tyson Prepared Foods, Inc. agreement for an additional year was approved by the Board of Education on June 11, 2019. It is recommended that the Board of Mayor and Aldermen approve the renewal of the agreement with Tyson Prepared Foods, Inc. for the July 1, 2019 – June 30, 2020 term for the not to exceed contract amount of \$85,000.00.

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

Attachments:

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

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

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

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

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

WHEREAS, the city would like to amend the agreement to extend the agreement from July 1, 2019, to June 30, 2020, in an amount not to exceed \$85,000.00; and

WHEREAS, funding is available in the School Nutrition Budget.

Now therefore,

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

SECTION I. That the amendment to the agreement with Tyson Prepared Foods, Inc. for commodities for use by Kingsport City Schools Nutrition Services extending the agreement from July 1, 2019, to June 30, 2020, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Tyson Prepared Foods, Inc. for commodities for use by Kingsport City Schools Nutrition Services extending the agreement from for produce used by School Nutrition Services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

ADDENDUM TO AGREEMENT BETWEEN TYSON PREPARED FOODS, INC.
AND CITY OF KINGSFORT, TENNESSEE FOR ITS KINGSFORT CITY SCHOOLS MADE AND
ENTERED INTO ON THE 1ST DAY OF JULY 2019

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2019 to JUNE 30, 2020. The Contract will be awarded for a period of one (1) year with a renewal option of one (1) additional year providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

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

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

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

1. This Agreement shall terminate at the end of the contract year, JUNE 30, 2020. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the City shall be consistent during the term(s) of the Agreement.

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

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

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Tyson Foods, Inc.
 2200 Don Tyson Parkway
 Springdale, AR 72762
 ph: (800) 248-9766

Request #: TN-2019-15034

Operator:

Kingsport City School District
 1701 EAST CENTER STREET
 Kingsport, TN 37664
 ph: (423) 378-2100

Requesting User:

Pam Durrett
 Waypoint
 7767 Rhonda Drive
 Canton, MI 48187
 ph: (713) 463-1471
 fax: (877) 610-7866

Request Type: Commodity
Price Status: Provided
Shipment Type: Direct Shipment
Award Type: Line Item
Issue Date: 5/28/2019
Opening Date: 6/4/2019
Start Date: 7/1/2019
End Date: 6/30/2020
Print Date: 6/6/2019

Bid Title:

SY16-17 USDA Commodity Processing Renewal for SY18-19

Material No	New Material No	Description	Pack	Item #	Qty	Commercial	PTV	Commodity
000413-0928	10004130928	Fully Cooked Buffalo Style Glazed Chicken Drumsticks	80 - 128 Count		0	\$72.35/cs	100103D - \$22.25	\$50.10
019957-0328	10199570328	Chicken Taco Meat	4 / 5.031 Pounds	lt4	5000	\$48.23/cs	100103D - \$26.10	\$22.13
026436-0928	10264360928	FC Mesquite Glazed Chicken Drumsticks	30.0 Pounds		0	\$73.83/cs	100103D - \$23.73	\$50.10
070300-0928	10703000928	FC Whole Grain, Golden Crispy, Breaded, CKN BST Filets w/ Rib Meat-CN	30.0 Pounds	7	300	\$103.92/cs	100103W - \$28.92	\$75.00
070302-0928	10703020928	FC Whole Grain, Golden Crispy, Breaded, Portioned CKN BST Filets-CN W/ RMT	132 / 3.75 Ounces	2	300	\$90.32/cs	100103W - \$31.53	\$58.79
070303-0928	10703030928	FC Whole Grain Portioned Homestyle Breaded Chicken Breast Filet w/RM-CN	226 / 2.12 Ounces	5	5000	\$86.75/cs	100103W - \$29.75	\$57.00
070322-0928	10703220928	Fully Cooked Glazed Grilled Portioned Chicken Breast Filets With Rib Meat-CN	215 / 2.26 Ounces	3	5000	\$111.05/cs	100103W - \$38.11	\$72.94
070332-0928	10703320928	FC Whole Grain, Golden Crispy Breaded Chicken Tenderloins-CN	117 / 4.23 Ounces	2	5000	\$92.47/cs	100103W - \$32.04	\$60.43
070364-0928	10703640928	Fully Cooked Whole Grain Golden Crispy Chicken Chunk Fritters-CN	149 / 3.5 Ounces	3821	5000	\$53.74/cs	100103D - \$5.75 100103W - \$8.62	\$39.37
070368-0928	10703680928	FC CN Whole Grain Golden Crispy Popcorn Chicken Fritter	155 / 3.36 Ounces	8	300	\$53.72/cs	100103D - \$5.75 100103W - \$8.62	\$39.35
070387-0928	10703870928	Fully Cooked Coated Chicken Breast Chunks with Rib Meat-CN	176 / 2.75 Ounces	6	300	\$96.87/cs	100103W - \$39.17	\$57.70
666010-0928	16660100928	Fully Cooked Breaded Chicken Drumsticks	29.64 Pounds	6	5000	\$77.30/cs	100103D - \$22.17	\$55.13

Notes & Comments:

Terms & Conditions:

COMMERCIAL: Total Product Cost before USDA discount.
PTV: (Pass-Thru-Value) Dollar value of USDA donated food per case.
PROCESSING FEE (COMMODITY): USDA Commodity Fee-For-Service Pricing Valid only on sales reported and validated via K12 Foodservice.

NOI PROCESS:
Distributors must billback against the commercial bid pricing. The distributor will be credited on a separate payment for the PTV after the distributor draws down the recipient agency's commodity balance via K12 Foodservice.

NON-SUBSTITUTABLE CODES:
Non-Substitutable Commodities: 100154 Beef Coarse Ground Frozen, 100155 Beef Fresh Combo, 100193 Pork, 100212 USDA Mixed Fruit Cups, 100219 USDA Peach Cups, and 100224 & 100225 USDA Pear Cups will be available only via pass thru method of Fee-For-Service or Modified Fee-For-Service through a distributor. No Commercial sales for these commodities.

Please note that our commodity eligible beef products are available in either the 100154 OR the 100155 USDA commodity. The district can choose to divert either commodity for the end product. We have supplied the Pass-Through-Value for each commodity for your reference.

Our products are packed based on the average number of servings. The average servings per case is calculated and checked for compliance for every production shift (eight hours). The average servings per case, as set forth on the EPDS, meets FNS guidelines. The serving price has been calculated using the average number of servings. While the number of servings in each individual case could vary, the per serving price in this bid has been calculated to accurately reflect the per serving price over the school year.

Billback with proof of delivery. The supplying distributor is responsible for offering the appropriate product code to the requesting agency. This quote from Tyson Foods, Inc. supersedes any quote previously provided to the stated recipient and on behalf of the stated agency for the same items and for any overlapping time frame. Any previous quote received by the stated recipient on behalf of the stated agency for the same items and for any overlapping time frame is hereby null and void and of no further force or effect.

This quote is not a guaranty of availability of products. Tyson Foods, Inc. shall be liable for providing specified or comparable products only when Tyson Foods, Inc. executes an agreement with agreed upon volumes or provides written acceptance of an order. When aggregate purchase volumes have been agreed upon, Purchaser may not increase or decrease proportional product draw +/- five percent (5%) of the agreed upon volume without written acceptance by Tyson Foods, Inc.

Tyson Foods, Inc. retains the right to adjust prices and to add, delete or substitute comparable products with a minimum of 90 days advance written notice.

Force Majeure: Tyson Foods, Inc. shall not be responsible for inability to ship full or partial orders due to any incident beyond its reasonable control, including but not limited to, fire, labor dispute, strike, war, windstorm, insurrection, unavailability of raw material or utilities, riot, government restriction or embargo or act of government, act of God, or act of terrorism.

Contact:
Tyson Foods, Inc. Bid Department CP576
2200 Don Tyson Parkway
Springdale, AR 72762
Tel: 800-643-3410 Fax: 479-203-4246

Confidentiality Clause: All information contained in this document that has been provided to the requesting party (you) by Tyson Foods, Inc. or its subsidiaries (collectively Tyson) is confidential and proprietary information of Tyson Foods, Inc. and may also be a trade secret, and are legally protected interests of Tyson. You are hereby advised, and you agree, that you, your officers, agents, and employees are responsible for maintaining the confidentiality of Tysons information and shall not divulge it to anyone in any format or manner without the prior express written permission of Tyson.



Won



Lost



Pending



No Award



No Bids



Bids Received

Overview

We will be implementing a single SAP order entry platform across all campuses in January 2019 which will support our phased approach of our distribution “network of the future” which will roll out over the next three years. This will include a reformat of our **master data** that supports our **internal material numbers (product numbers)**.

Why are we doing this?

This will standardize our data across all campuses, production facilities and our distribution network, enabling Tyson to fully automate across our entire supply chain and better enable the network of the future.

What changes will impact you and what is the timing?

The change to our internal Tyson material number should have limited impact to you. The first change you will notice is on product labels. Legacy product numbers will remain on all labels and beginning July 15, 2018 we will begin to include the new Tyson material number. Additions of the new Tyson material number to the product label will happen on a rolling schedule over the next several months.

The second change, order entry, will ONLY impact customers using a Tyson, Hillshire or Advance-Pierre product code to place orders. These customers will need to convert to the new material code prior to our conversion date of January 27, 2019. Tyson will provide guidance to help you make these changes starting in the fall of 2018.

The third change, is the distribution “network of the future” which will be a phased roll out across the country over the next three years. Tyson Sales, Distribution, and Logistics team members will be reaching out their appropriate customer partners as those locations and changes get closer.

What is not changing?

Related to this initiative, we are not changing any of the following key items:

- GTIN/UPC
- Product Name Short Description
- Brand Description
- Product Formulation
- Producing Locations

What do you need to do?

1. Be prepared to see label changes as soon as July 15, 2018 and communicate those changes to your customers or teams.
2. Work closely with your Tyson Sales team who will proactively provide guidance on any needed order changes prior to January 27, 2019.

Material Reformatting Details



Key Decisions

	Description	Legacy Material Number	New Material Number
AdvancePierro	<ul style="list-style-type: none"> Assigned a unique 5 digit number Padded with 1 and 0's to arrive at 11 digit 	Alphanumeric PM702	10000034684
Hillshire	<ul style="list-style-type: none"> Padded with 1 and 0's to arrive at 11 digit 	5 digit 22018	10000022018
Legacy Tyson	<ul style="list-style-type: none"> Add a 1 in front, remove the dash to arrive at 11 digit 	10 digit 029392-0616	10293920616

Label Examples

	Legacy Label	Existing Material	New Material Number Added to Some Labels Prior to Go-Live (Mid-July to January 27, 2019)	New Material
AdvancePierro		<p><i>All labels will be updated prior to go live</i></p>	<p>System shows: Pre go-live PM702</p> <p>Post go-live 10000034684</p>	<p>System shows: Pre go-live 99932</p> <p>Post go-live 1000099932</p>
Hillshire		<p><i>Most labels will be updated prior to go live</i></p>	<p>System shows: Pre go-live 22018</p> <p>Post go-live 10000022018</p>	<p>System shows: Pre go-live 97803</p> <p>Post go-live 10000097803</p>
Legacy Tyson		<p><i>Few labels will be updated prior to go live</i></p>	<p>System shows: Pre go-live 029392-0616</p> <p>Post go-live 10293920616</p>	<p>System shows: Pre go-live 067802-0616</p> <p>Post go-live 10678020616</p>



Jennifer Walker
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

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

jwalker@k12k.com
www.k12k.com

MEMORANDUM

TO: Board of Mayor and Aldermen
FROM: Jennifer Walker
DATE: 06/06/2019
RE: Renew Tyson Prepared Foods Contract for School Nutrition Services

Recommendation: Approve the resolution.

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

The recommendation to renew the Tyson Prepared Foods, Inc. agreement for an additional year was approved by the Board of Education on June 11, 2019. It is recommended that the Board of Mayor and Aldermen approve the renewal of the agreement with Tyson Prepared Foods, Inc. for the July 1, 2019 – June 30, 2020 term for the not to exceed contract amount of \$85,000.00.

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



AGENDA ACTION FORM

Authorization to Issue a Blanket Order to Purchase Replacement Textbooks for the Kingsport City Schools

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

Action Form No.: AF-154-2019
Work Session: June 17, 2019
First Reading: N/A

Final Adoption: June 18, 2019
Staff Work By: Committee
Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

It is the responsibility of the State Textbook Commission to recommend textbooks for adoption by the State Board of Education. This process is structured such that textbooks for all subjects are reviewed once every six years. Subjects are grouped into six groupings so that only one subject or group of subjects is reviewed every year. Local school systems must subsequently adopt books on the official list and provide them to their students. Tennessee Book Company is the official State of Tennessee school book depository/distributor. Orders will be entered on the Tennessee Book Company system for all grades and a blanket order will be issued to be used in receiving and paying for the textbooks. The recommendation is to approve the issuance of a Blanket Order of up to \$200,000.00 in textbooks from Tennessee Book Company for FY2020.

Funding for this purchase is contained in various school specific textbook accounts within the Schools Budget.

Attachments:

- 1. Resolution
- 2. Recommendation

Funding source appropriate and funds are available: *JF*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT TEXTBOOKS BY THE KINGSPORT CITY SCHOOL SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET PURCHASE ORDER FOR THE SAME

WHEREAS, the State Board of Education through the State Textbook Commission has reviewed the current textbook and has recommended new books for adoption by local school districts to use in all grades; and

WHEREAS, the Kingsport City Schools will be ordering from the Tennessee Book Company in a centralized, blanket order for all grades at all schools at a cost of \$200,000.00; and

WHEREAS, the Tennessee Book Company is the contractor responsible for the distribution of textbooks throughout the state of Tennessee; and

WHEREAS, funding is identified in individual school textbook accounts.

Now therefore,

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

SECTION I. That the purchase of replacement text books for all grades in the Kingsport City School System from Tennessee Book Company in the amount of \$200,000.00 is approved and the city manager is authorized to execute a blanket purchase order for same.

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

ADOPTED this the 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Michelle Ramey
Asst, Procurement Manager

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.213.4
f: (423) 378.2120

vramey@k12k.com
www.k12k.com

MEMORANDUM

TO: Board of Mayor and Aldermen
FROM: Michelle Ramey, Asst. Procurement Manager
DATE: 06.06.19
RE: Blanket Order for Tennessee Book Company for Textbook Purchases FY2020

Recommendation: Approval to Issue a Blanket Order to Tennessee Book Company for FY2020 Textbook Purchases

It is the responsibility of the State Textbook Commission to recommend textbooks for adoption by the State Board of Education. This process is structured such that textbooks for all subjects are reviewed once every six years. Subjects are grouped into six groupings so that only one subject or group of subjects is reviewed every year. Local school systems must subsequently adopt books on the official list and provide them to their students. Tennessee Book Company is the official State of Tennessee school book depository/distributor. Orders will be entered on the Tennessee Book Company system for all grades and a blanket order will be issued to be used in receiving and paying for the textbooks. The recommendation is to approve the issuance of a Blanket Order to purchase up to \$200,000.00 in textbooks from Tennessee Book Company for FY 2020.

Funding for the purchases are contained in various school specific textbook accounts within the Schools Budget.

Inspire. Cultivate. Impact

Facebook: KptSchools
Twitter: @KCS_District

WWW.K12K.COM



AGENDA ACTION FORM

Award Bid for Produce Items for School Nutrition Services and Authorizing the Mayor to Sign All Applicable Documents.

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

Action Form No.: AF-153-2019
Work Session: June 17, 2019
First Reading: N/A

Final Adoption: June 18, 2019
Staff Work By: Committee
Presentation By: David Frye; Jennifer Walker

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport issued an Invitation to Bid for Produce Items for School Nutrition Services program to maintain a continual supply of produce items for the 2019-2020 school year.

The City of Kingsport opened bids on May 31, 2019 with one bid received from Crook Brothers. The bid proposal was reviewed and accepted by School Nutrition Services. It is recommended that the Board of Mayor and Aldermen approve the resolution to award the bid for Produce Items to Crook Brothers, and enter into a contract for the not to exceed amount of \$175,000.00, and authorize the Mayor to sign all applicable documents.

The contract will cover the period of July 1, 2019 thru June 30, 2020. The bid documents include a renewal option on an annual basis in one year increments for up to three additional years providing all terms, conditions and cost are acceptable to both parties.

Funding will be provided by School Nutrition Services program budget.

Attachments:

- 1. Resolution
- 2. Bid Minutes
- 3. Recommendation

Funding source appropriate and funds are available: *JF*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR PRODUCE ITEMS FOR SCHOOL NUTRITION SERVICES TO CROOK BROTHERS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened May 31, 2019, for provide produce items to the Kingsport City School Nutrition Services for the period of July 1, 2019, through June 30, 2020; and

WHEREAS, the Board of Education reviewed the bids and approved the recommendation of staff; and

WHEREAS, upon review of the bids, the board finds Crook Brothers is the responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement for the purchase of produce items from Crook Brothers at an estimated amount not to exceed \$175,000.00; and

WHEREAS, the terms of the agreement include a renewal option on an annual basis in one year increments for up to three additional years providing all terms, conditions and cost are acceptable to both parties; and

WHEREAS, funding is identified in the school nutrition services budget;

Now therefore,

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

SECTION I. That the bid for produce items for Kingsport City School Nutrition Services at a cost not to exceed \$175,000.00 is awarded to Crook Brothers, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Crook Brothers for produce items for the Kingsport City School Nutrition Services for the period of July 1, 2019, to June 30, 2020, and all other documents necessary and proper to effectuate the purpose of the amendment or this resolution

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

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

ADOPTED this the 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
May 30, 2019
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Michelle Ramey, Assistant Procurement Manager,
Schools

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

The Procurement Manager opened with the following bids:

REBID – PRODUCE PRODUCTS CITY OF KINGSPORT SCHOOL NUTRITION SERVICES PROGRAM	
Vendor:	Base Bid:
Crook Brothers	\$72,816.50

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



Jennifer Walker
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

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

jwalker@k12k.com
www.k12k.com

MEMORANDUM

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

FROM: Jennifer Walker, RD, CDE, LDN, Supervisor of School Nutrition

DATE: 06/11/19

RE: Produce Bid for School Nutrition Services

Recommendation: Approval to award bid from Crook Brothers to supply Produce items to City of Kingsport School Nutrition Program 2019-2020 SY

The City of Kingsport received and opened bids on May 30, 2019, in response to the bid invitation for Produce Items for the School Nutrition Services Program that was published in the Times News on May 15, 2019. One bid was received for consideration, submitted by Crook Brothers. Crook Brothers has been a supplier for City of Kingsport School Nutrition Services for the past four years. The City of Kingsport School Nutrition Services feels the prices submitted are acceptable and is recommending Crook Brothers be awarded the contract to supply produce items to School Nutrition Services beginning July 1, 2019 – June 30, 2020. This agreement is to establish a continuous supply of Produce items for the City of Kingsport School Nutrition Services. The agreement includes an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable. The City of Kingsport School Nutrition Services recommends executing a new contract with Crook Brothers effective July 1, 2019 for the not to exceed amount of \$175,000.00.

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

Inspire. Cultivate. Impact

Facebook: KptSchools
Twitter: @KCS_District

WWW.K12K.COM



AGENDA ACTION FORM

Approval of Participating Institutions to Offer Higher Education Programs / Courses in the Kingsport Center for Higher Education and Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions

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

Action Form No.: AF-149-2019
 Work Session: June 17 2019
 First Reading: N/A

Final Adoption: June 18, 2019
 Staff Work By: McCartt
 Presentation By: McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Center for Higher Education has three higher education institutions offering programs. They include Northeast State Community College (NeSCC) who manages the facility on behalf of the City, East Tennessee State University and Lincoln Memorial University. The agreement attached provides the outline for the method by which educational services are provided at the Kingsport Center for Higher Education for the upcoming year.

The sub-lease agreement attached will be between NeSCC and the other higher education institutions and outline the parameters for space utilization. These agreements must be approved by the BMA to allow NeSCC to sublease space pursuant to the lease agreement for the KCHE between the city and NeSCC. The sublease agreement is a zero dollar lease agreement and outlines out space allocated to each institution.

The Agreement allowing participating institutions to offer Higher Education programs/ courses in the KCHE along with the NeSCC space utilization agreements have been reviewed by the Kingsport Higher Education Commission members, appointed by the BMA. Each participating institution will pay a \$50,000 annual fee to NeSCC and be eligible to provide programs approved by the Commission. The agreement is the same as the agreement from last year. These agreements will be in effect for a one year period.

Attachments:

1. Resolution
2. Sub-lease Agreement

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH EAST TENNESSEE STATE UNIVERSITY AND LINCOLN MEMORIAL UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITIES BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

WHEREAS, East Tennessee State University, Northeast State Community College, and Lincoln Memorial University, offer programs at the Kingsport Center for Higher Education; and

WHEREAS, agreements are needed with East Tennessee State University and Lincoln Memorial University to offer educational services at the Kingsport Center for Higher Education for the upcoming school year;

Now therefore,

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

SECTION I. That agreements with East Tennessee State University and Lincoln Memorial University for educational services at the Kingsport Center for Higher Education are 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, agreements with East Tennessee State University and Lincoln Memorial University for educational services at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being generally as follows:

Agreement between City of Kingsport
And [NAME OF INSTITUTION]

This Agreement shall be in effect from July 1, 2018 through June 30, 2019 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and [NAME OF INSTITUTION]; WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2017 – June 30, 2018). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC within 30 days of receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[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 sublease agreements, subleasing a portion of the Kingsport Higher Education Center to East Tennessee State University and Lincoln Memorial University by Northeast State Community College to enable such entities to provide the programs set out in the various agreements with the City of Kingsport at the Kingsport Center for Higher

Education are approved, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, are authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper and to take such acts as necessary, to effectuate the purpose of this resolution.

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

ADOPTED this the 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Northeast State Community College
Office of the Chief Financial Officer
2425 Highway 75 - P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
made by and between

East Tennessee State University,
hereinafter called the Lessee, and
the State of Tennessee, on behalf of
Northeast State Community College,
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of	Sullivan	, City of	Kingsport	, located at	300 West Market St.
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2. **DESCRIPTION:** The premises above are more particularly described as follows:

Office number KC111

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents.

4. **TERM:** The term of this lease shall commence on July 1, 2019 and shall end on June 30, 2020 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0.

Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessee at: **Jeremy B Ross**
Acting Chief Operating Officer
East Tennessee State University
PO Box 70721
Johnson City, TN 37614

To the State at: **Dr. Bethany Flora, President**
Northeast State Community College
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. During the term of this lease, Lessee shall maintain general liability insurance covering its activities at the premises, including the occasional use of tiered classrooms and the auditorium, in the aggregate amount of at least three million dollars, with an endorsement naming the State as an additional insured. Lessee shall also maintain workers compensation insurance in the amounts required by law, covering any of Lessee's faculty or staff that will be on the premises in the course and scope of their employment. Proof of all such insurance must be provided to the State before Lessee occupies the premises. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:
Electricity, water, sewer, and telephone

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.

2. Printing and copying costs will be reported and related charges invoiced quarterly at or below local market rates.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: Jeremy B. Ross

Title: Chief Operating Officer

STATE

BY: _____

Dr. Bethany Flora, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____

Attorney General

This Instrument Prepared By:



Northeast State Community College
Office of the Chief Financial Officer
2425 Highway 75 - P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
made by and between

Lincoln Memorial University,
hereinafter called the Lessee, and
the State of Tennessee, on behalf of
Northeast State Community College,
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of	Sullivan	, City of	Kingsport	, located at	300 West Market St.
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2. **DESCRIPTION:** The premises above are more particularly described as follows:

Office number KC108

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents.

4. **TERM:** The term of this lease shall commence on July 1, 2019 and shall end on June 30, 2020 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy,

provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ **0**

Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:

- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
- (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **Lincoln Memorial University**
 Lessee at: **Office of General Counsel**
6965 Cumberland Gap Pkwy
Harrogate, TN 37552

To the **Dr. Bethany Flora, President**
 State at: **Northeast State Community College**
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. During the term of this lease, Lessee shall maintain general liability insurance covering its activities at the premises, including the occasional use of tiered classrooms and the auditorium, in the aggregate amount of at least three million dollars, with an endorsement naming the State as an additional insured. Lessee shall also maintain workers compensation insurance in the amounts required by law, covering any of Lessee's faculty or staff that will be on the premises in the course and scope of their employment. Proof of all such insurance must be provided to the State before Lessee occupies the premises. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:
Electricity, water, sewer, and telephone

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.

2. Printing and copying costs will be reported and related charges invoiced quarterly at or below local market rates.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: E. Clayton Hess

Title: President

STATE

BY: _____

Dr. Bethany Flora, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____

Attorney General

This Instrument Prepared By:



Northeast State Community College
Office of the Chief Financial Officer
2425 Highway 75 - P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
made by and between

East Tennessee State University,
hereinafter called the Lessee, and
the State of Tennessee, on behalf of
Northeast State Community College,
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of	Sullivan	, City of	Kingsport	, located at	300 West Market St.
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2. **DESCRIPTION:** The premises above are more particularly described as follows:

Office number KC314

(Total of 206 sq feet x \$7 sq/ft=\$1,442.00 plus 1 phone @ \$45/mo=\$1982.00)

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents.

4. **TERM:** The term of this lease shall commence on
July 1, 2019 and shall end on June 30, 2020

with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. RENTAL: The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0.
 Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. TERMINATION:

a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 30 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 30 days
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b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
 (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. ABANDONMENT: Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessee at: **Jeremy B Ross**
Acting Chief Operating Officer
East Tennessee State University
PO Box 70721
Johnson City, TN 37614

To the State at: **Dr. Bethany Flora, President**
Northeast State Community College
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the

Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. During the term of this lease, Lessee shall maintain general liability insurance covering its activities at the premises, including the occasional use of tiered classrooms and the auditorium, in the aggregate amount of at least three million dollars, with an endorsement naming the State as an additional insured. Lessee shall also maintain workers compensation insurance in the amounts required by law, covering any of Lessee's faculty or staff that will be on the premises in the course and scope of their employment. Proof of all such insurance must be provided to the State before Lessee occupies the premises. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:
Electricity, water, sewer, and telephone

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.

2. Printing and copying costs will be reported and related charges invoiced quarterly at or below local market rates.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: Jeremy B. Ross

Title: Acting Chief Operating Officer

STATE

BY: _____

Dr. Bethany Flora, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____

Attorney General

This Instrument Prepared By:



Northeast State Community College
Office of the Chief Financial Officer
2425 Highway 75 - P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
made by and between

Lincoln Memorial University,
hereinafter called the Lessee, and
the State of Tennessee, on behalf of
Northeast State Community College,
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of	Sullivan	, City of	Kingsport	, located at	300 West Market St.
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2. **DESCRIPTION:** The premises above are more particularly described as follows:

Office number KC303 (125 square feet)

Office number KC304 (121 square feet)

(Total square feet x \$7 per sq/ft=\$1,722 plus 4 phones @ \$45/mo each=\$3,882.00)

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents.

4. **TERM:** The term of this lease shall commence on July 1, 2019 and shall end on June 30, 2020 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of: Annual rent of \$ 3,882.00. Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 30 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 30 days
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b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:

- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
- (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

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Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **Lincoln Memorial University**
Lessee at: **Office of General Counsel**
6965 Cumberland Gap Pkwy
Harrogate, TN 37552

To the **Dr. Bethany Flora, President**
State at: **Northeast State Community College**
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
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- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
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- b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
- c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

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Electricity, water, sewer, and telephone

Lessee shall be responsible for payment of all other utilities.

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2. Printing and copying costs will be reported and related charges invoiced quarterly at or below local market rates.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

**Approved as to
form and legality: N/A** _____
Attorney General

BY: _____

Name: E. Clayton Hess

Title: President

STATE

BY: _____

Dr. Bethany Flora, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Commissioner
Department of General Services



AGENDA ACTION FORM

Accept a Donation of a New Sound / Speaker System by the Kingsport Convention and Visitors' Bureau to the Kingsport Aquatic Center

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

Action Form No.: AF-133-2019
 Work Session: June 17, 2019
 First Reading: N/A

Final Adoption: June 18, 2019
 Staff Work By: Sid Cox / Lisa Winkle
 Presentation By: Jeff Fleming / Sid Cox

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Aquatic Center's Natatorium has operated without a permanently installed sound / speaker center and has relied on the rental of such equipment for general use, competitive events, and other special events. The Kingsport Convention and Visitors' Bureau has procured and wishes to donate a permanent sound / speaker system to be used for such events at the Kingsport Aquatic Center. The total value of the system is \$31,815.02 as quoted by Express AV.

Attachments:

1. Resolution
2. Copy of Invoice

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF A NEW
SOUND/SPEAKER SYSTEM BY THE KINGSPORT
CONVENTION AND VISITORS' BUREAU TO THE KINGSPORT
AQUATIC CENTER

WHEREAS, the Kingsport Convention and Visitors' Bureau would like to donate a permanent sound/speaker system to be used at the Kingsport Aquatic Center's Natatorium; and

WHEREAS, the equipment will be used for general use, competitive events, and other special events; and

WHEREAS, the estimated value of this donation is \$31,815.02.

Now therefore,

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

SECTION I. That the donation to the city from the Kingsport Convention and Visitors' Bureau of permanent sound/speaker system to the Kingsport Aquatic Center's Natatorium in the estimated amount of \$31,815.02, is accepted.

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

ADOPTED this the 18th day of June, 2019.

JOHN CLARK, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



June 11, 2019

Mr. Chris McCartt
City of Kingsport
W. Center Street
Kingsport, TN 37660

Mr. McCartt,

The Kingsport Convention and Visitors' Bureau is proud to donate a speaker system to the city's Aquatic Center for its usage. Please see the attached invoice for detail of the brand and model.

Hope this will help general usage, and competition experience for the patrons of the Center.

Good Luck and Thanks,

A handwritten signature in blue ink that reads "Jud Teague".

Jud Teague
Executive Director
Visit Kingsport
Clinchfield Street
Kingsport, TN 37660



INVOICE

INV-000212

Balance Due
\$15,907.52

Express AV

Tax ID : 45-4241370
831 Highway 126
Bristol Tennessee 37620
U.S.A

Invoice Date : May 21, 2019
Terms : Due on Receipt
Due Date : May 21, 2019
P.O.# : 50-00221

Bill To

Kingsport Aquatic Center
1820 Meadowview Pkwy
Kingsport
37660 TN

#	Item & Description	Qty	Rate	Amount
1	Danley SH96 HO Full Range Bi-Amp Speaker SKU : SH96HO-I	1	7,352.80	7,352.80
2	Rigging for Speaker	1	750.00	750.00
3	Seetronics SL4FX 4 Pin Speaker Connector NL4 SKU : SL4FX	2	3.99	7.98
4	Speaker Cable 4 Cond 12 AWG	1	500.00	500.00
5	QSC CXD 4.5Q Network Amplifier SKU : CXD4.5Q-NA	1	3,000.00	3,000.00
6	QSC Q-SYS Core 110 SKU : CORE 110F	1	2,600.00	2,600.00
7	QSC Core 110 UCI License SKU : SL-QUD-110-P	1	167.00	167.00
8	QSC Core 110 Scripting License SKU : SL-QSE-110-P	1	334.00	334.00
9	QSC Flex I/O 8 SKU : I/O-8 Flex	1	1,400.00	1,400.00
10	QSC TSC-80t 8" Table Top Touch Screen SKU : TSC-80tw-G2-BK 8.0" Touch Panel with Table Top mounting accessory included	1	1,430.00	1,430.00

#	Item & Description	Qty	Rate	Amount
11	Short Network Cables	4	15.00	60.00
12	Long Network Cables	4	75.00	300.00
13	Audix AP42 OM5 Handheld Wireless Microphone (Dual) SKU : AP42 OM5	1 2	1,079.00	1,079.00
14	RF Venue DFIN Diversity Fin Antenna Install (White) SKU : DFINW	1 1	487.50	487.50
15	Elite Core Super Flex Gold Microphone Cable 3' SKU : SFM-3	2 1	8.99	17.98
16	Shure Antenna Cable 50' SKU : UA850	2 1	96.60	193.20
17	Middle Atlantic BL1 1RU Blank Panel SKU : BL1	2 1	16.73	33.46
18	Middle Atlantic EWR -10-22SD Wall Mount Rack SKU : EWR -10-22SD	1 1	484.50	484.50
19	Middle Atlantic BL2 2RU Blank Panel SKU : BL2	4 1	19.40	77.60
20	Rack Mounting Hardware	1	100.00	100.00
21	Conduit	1	1,500.00	1,500.00
22	Conduit Labor	1	2,500.00	2,500.00
23	Q-SYS Initial Programming	1	600.00	600.00
24	Labor	1	3,840.00	3,840.00
25	Score Board Lowering Labor and Materials	1	3,000.00	3,000.00
			Sub Total	31,815.02
			Total	\$31,815.02
			Payment Made	(-) 15,907.50
			Balance Due	\$15,907.52

Notes

Thanks for your business.

Payment Options  



INVOICE

INV-000220

Balance Due
\$910.00

Express AV

Tax ID : 45-4241370
831 Highway 126
Bristol Tennessee 37620
U.S.A

Bill To
Kingsport Aquatic Center
1820 Meadowview Pkwy
Kingsport
37660 TN

Invoice Date : June 07, 2019
Terms : Due on Receipt
Due Date : June 07, 2019
P.O.# : SO-00235

#	Item & Description	Qty	Rate	Amount
1	QSC Q-SYS Network Switch 10 Port SKU # NS-1108P	1 1	910.00	910.00
			Sub Total	910.00
			Total	\$910.00
			Balance Due	\$910.00

Notes

Thanks for your business.

Terms & Conditions

Equipment Purchase and Installations:

Express AV requires a deposit for all installation services unless specified otherwise. Payment terms shall be 50% to place the order, 25% to start the installation, and 25% once the installation is complete.

Express AV does not include electrical services or equipment lift rentals unless specified as a line item above. These services are to be provided by the Purchaser at the expense of the Purchaser. Express AV shall not be responsible for any electrical damages or any equipment failures due to improper installation of electrical services.

By acceptance of services or products the Purchaser Agrees to the Manufacture Terms and Conditions as displayed by the Manufacture. This information can be found on the Manufacture's website

Manufacture Warranty shall be upheld by the Manufacture not Express AV. All Warranty claims shall be submitted by the Purchaser to the