



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, June 14, 2021, 4:30 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper

Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Lisa Winkle, Interim CFO/City Recorder
Dale Phipps, Police Chief
Ken Weems, Planning Manager
John Morris, Budget Director

1. Call to Order
2. Roll Call
3. Warriors Path State Park Construction Update (Robert Reedy)
4. Review of items on June 15, 2021 Business Meeting Agenda
5. Adjourn

Next Work Session, Tuesday, July 6, 4 pm

BMA Report, June 15, 2021



Kingsport Employee Wellness, George DeCroes

	01/01/2021 – 05/31/21	06/01/2021 – 06/08/2021
Total Utilization	80.6%	97.6%
City – Active Employees	64.4%	67.5%
City – Dependents	30.8%	29.2%
City – Retirees	0.4%	0.0%
Extended-Patient Services/Other	0.1%	2.1%
Work Comp	0.3%	0.0%
No Show	4.0%	1.2%

Worker's Compensation, John Burkholder

For the month of May 2021, the City had five and its school system had four recordable worker's compensation claims. Three employees were initially placed on restricted duty. Two returned to work immediately after the initial medical evaluation and treatment. One lost time during the report period.

City of Kingsport

June 15, 2021

Project Status in Pictures

1 Fort Henry Drive Paving

Crews are currently milling the existing asphalt in front of Dobyns-Bennett.

3 Bays Mountain Planetarium

Crew is working on updating system componets, such as work stations and stanchions for projectors.

5 Lynn View Community Center Playground

Concrete work is complete; fencing is being installed now.

2 Area 31 Paving

Paving crews are wokring to complete roads near the Tri-Cities Airport.

4 Stone Drive Sidewalks

Crews are in the process of completing the entrances and exits of businesses on Stone Drive.

6 Lynn Road Paving

The leveling layer has been laid.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$10,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Updated NEPA Reports have been filed with TDOT and open to Public comment until June 18th.
\$5,963,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/14/2021	By-pass plug removed April 26, placing station in service. Station is operational and in a 7-day test period, one of the last hurdles to attain Substantial Completion.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig still working to prepare NEPA document.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Received NEPA comments from TDOT. Consultant has addressed them and resubmitted for approval.
\$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.	12/31/2021	Architect is working on plans and having discussions with staff.
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor is installing waterline on Greenway Street in the Fort Robinson area.
\$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	Phase I Cultural Resources Survey Report submitted to TDOT for reviews 1/7/2021. SHPO review period is 30 days & NAC review period is 45 days.
\$746,785.00		2021 Area 35B Paving	Paving portions of Fordtown Road, Tri-City Crossing, Cox Hollow, Snapps Ferry, and Kendrick Creek roads	6/5/2021	Contractor is working to install final markings
\$461,607.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Bloomingdale Pike [95% State Funded 5%]	7/2/2021	Work continues on the asphalt paving of the driveway crossings.
\$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.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$369,338.00		Area 31 Contracted Paving	Milling and paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Harry Steadman Dr, Wallace Alley St, Millenium Dr, Hospitality Pl, Flagship Dr, Jericho Dr, Cracker Barrel Dr	7/31/2021	Project is complete. Final pay application being processed.
\$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
\$110,000.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	8/31/2021	Project has been advertised for bids. Bid opening scheduled for June 29.
		Area 31 Paving (in house)	Paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Browder Rd, Lynn Rd, Buttermilk rd, Shipley Ferry Rd, Rocky Branch Rd		Paving to begin week of June 7th.

Status Updates on Active Projects sorted by Completion Date

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, June 15, 2021, 7:00 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper

Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Interim CFO/City Recorder
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Dale Phipps, Police Chief
Scott Boyd, Fire Chief
Ken Weems, Planning Manager
John Morris, Budget Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Pat Findley, Indian Springs Baptist Church

III.A. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards
2. Employee Dependent Scholarship Awards

IV.B. APPOINTMENTS

1. Appointments to the Employee Dependent Scholarship Program (AF:193-2021)
(Mayor Shull)
 - Appointment

2. Appointments to the Historic Zoning Commission (AF:194-2021) (Mayor Shull)
 - Appointments
3. Appointments to the Tree Advisory Board (AF:195-2021) (Mayor Shull)
 - Appointments
4. Appointment to the Beverage Board (AF:196-2021) (Mayor Shull)
 - Appointments
5. Appointments to the Kingsport Public Library Commission (AF:192-2021) (Mayor Shull)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – June 1, 2021
2. Business Meeting – June 1, 2021

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. Adopt the FY 21-22 Schools Special Projects Grant Fund Budget (AF:179-2021) (Chris McCartt/David Frye)
 - Ordinance – First Reading
2. Consideration of an Ordinance to Condemn (AF:199-2021) (Michael Billingsley)
 - Ordinance – First Reading
3. Combine Two Part Time Driver Positions into One Full Time Position (AF:202-2021) (Chris McCartt)
 - Ordinance – First Reading
4. Enter into a Materials Agreement with LandStar, LLC, Related to the West Gate Phase 2 Development and an Ordinance to Appropriate the Funds (AF:150-2021) (Ryan McReynolds)
 - Resolution
 - Ordinance

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of Tax Map 78, a Portion of Parcels 44 and 46 Located off Glory Road and Rocky Branch Road from R-1B (Residential District) to PD (Planned Development District) (AF:19-2021) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption
2. Consideration of an Ordinance to Adopt the FY 2021-2022 Budget (AF:173-2021) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
3. Consideration of an Ordinance to Adopt the FY 2021-2022 Water Fund Budget (AF:174-2021) (Ryan McRynolds)
 - Ordinance – Second Reading and Final Adoption
4. Consideration of an Ordinance to Adopt the FY 21-22 Sewer Fund Budget (AF:175-2021) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption
5. Amend the FY 2021 the General Purpose School Fund and the General Project Fund Budgets (AF:170-2021) (David Frye)
 - Ordinance – Second Reading and Final Adoption
6. Amend the FY 2021 School Special Projects Fund Budget (AF:171-2021) (David Frye)
 - Ordinance – Second Reading and Final Adoption
7. Adopt the FY 2021-2022 Metropolitan Planning Project Grant Fund Budget (AF:176-2021) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
8. Adopt the FY 2021-2022 Community Development Block Grant Fund Budget (AF:177-2021) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
9. Adopt the FY 21-22 School Public Law 93-380 Grant Project Fund Budget (AF:178-2021) (Chris McCartt/David Frye)
 - Ordinance – Second Reading and Final Adoption
10. Budget Adjustment Ordinance for the Stormwater Project Fund in FY21 (AF:180-2021) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Extending the Award of the Bid for School Nutrition Services Chicken Commodity Processing to Gold Creek Foods & Tyson for FY22 (AF:167-2021) (David Frye)
 - Resolution

2. Extending the Award of the Bid for School Nutrition Services Grocery and Beverage Items to Gordon Food Services for FY22 (AF:166-2021) (David Frye)
 - Resolution
3. Extending the Award of the Bid for School Nutrition Services Produce Items to Crook Brothers for FY22 (AF:183-2021) (David Frye)
 - Resolution
4. Dozer Rental for Landfill (AF:185-2021) (Ryan McReynolds)
 - Resolution
5. Issue a Blanket Order to Tennessee Book Company for FY22 Textbook Purchases (AF:168-2021) (David Frye)
 - Resolution
6. Enter into an Agreement with Thompson & Litton for Architectural & Engineering Services for the Re-Roofing of Dobyns-Bennett High School (AF:184-2021) (David Frye)
 - Resolution
7. Amendment to Permanent Easement Agreement for MeadowView Convention Center (AF:197-2021) (Michael Borders)
 - Resolution
8. Utility Relocation Contract(s) for the Main Street Redevelopment Project (AF:201-2021) (Ryan McReynolds)
 - Resolution
9. Release of All Claims for Cherokee Insurance Company and Its Insured Danny Herman Trucking and David Smith for Payment for Damages to City Fire Station 6 Due to a Vehicle Crash on November 11, 2020 on Fort Henry Drive (AF:198-2021) (Mike Billingsley)
 - Resolution
10. Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2010 (AF:159-2021) (Joe May)
 - Resolution
11. Amend the Fee Resolution for FY 2022 Fees and Charges Provided for in the City Code (AF:190-2021) (Chris McCartt)
 - Resolution

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

VII. CONSENT AGENDA

1. Authorizing a Letter of Authorization with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF:189-2021) (Ryan McReynolds)
 - Resolution
2. Extension of Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF:187-2021) (Jessica Harmon)
 - Resolution
3. Apply for and Receive a Grant for \$25,907 from the Department of Justice FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (AF:181-2021) (Chief Phipps)
 - Resolution
4. Execute a Signatory Authority Form allowing the Chief of Police or his Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2021 (AF:203-2021) (Chief Phipps)
 - Resolution
5. Approval of Agreement with Global Traffic Technologies, LLC for Preemptive Response System (AF:191-2021) (Ryan McReynolds)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointments to the Employee Dependent Scholarship Program

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

Action Form No.: AF-193-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: George DeCroes
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Lora Barnett and Terry Cunningham to the Employee Dependent Scholarship Program. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years; one term limit with the Mayor's right to reappoint one additional term. The board is comprised of (5) members; (3) BMA appointed and (2) KHRA appointed.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Jennifer Thacker	8/1/23	1	City of KPT Appointment
Esther Rudolphe	8/1/23	2	KHRA Appointment
Terry Cunningham	8/1/21	1	KHRA Appointment
Laura Feagins	8/1/23	1	City of KPT Appointment
Lora Barnett	8/1/21	1	City of KPT Appointment

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Jennifer Thacker	8/1/23	1	City of KPT Appointment
Esther Rudolphe	8/1/23	2	KHRA Appointment
Terry Cunningham	8/1/24	2	KHRA Appointment
Laura Feagins	8/1/23	1	City of KPT Appointment
Lora Barnett	8/1/24	2	City of KPT Appointment

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Historic Zoning Commission

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

Action Form No.: AF-194-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: George DeCroes
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Jack Edwards and Jewell McKinney and to appoint Brad Blackwell and Chip Millican to the Historic Zoning Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five years with no term limits. The board is comprised of (7) members; at least (1) representative of a local patriotic or historical organization, (1) architect, (1) Planning Commission member at the time of appointment and (4) at-large members.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/24	1	At-large
Liza Harmon	6/30/25	3	Historian
Jewell McKinney	6/30/21	3	At-large
Jack Edwards	6/30/21	Fulfilling expired term	A-large
Dineen West	6/30/22	2	Architect
Beverly Perdue	6/30/23	1	Planning Comm. Rep.
Jason Meredith	6/30/23	1	At-large

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/24	1	At-large
Chip Millican	6/30/25	Fulfilling unexpired term	At-large
Jewell McKinney	6/30/26	4	Historian
Jack Edwards	6/30/26	1	A-large
Dineen West	6/30/22	2	Architect
Brad Blackwell	6/30/23	Fulfilling unexpired term	Planning Comm. Rep.
Jason Meredith	6/30/23	1	At-large

Attachments:

1. Chip Millican Bio

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

Chip Millican
Eastman
Account Manager, Coatings & Inks
423-229-4719

Chip and his wife, Angie, are both originally from Cleveland TN and moved to Kingsport after graduating from the University of Tennessee in 1995. Chip's 26yr career with Eastman began in Engineering, and after 10yrs and several roles in Manufacturing at the Kingsport site, he moved to commercial roles including strategy, procurement, sales (current), and business management.

Angie worked as an RN for many years including roles at Holston Valley Medical Center and Cardiovascular Associates. In 2018, she completed a master's degree in Nursing from ETSU and now is a Nurse Practitioner at HMG's Occupational Medicine and Urgent Care practices.

Chip and Angie have four daughters: Ruby graduated from UT and works as an engineer at Proctor and Gamble in Greensboro, NC; Emma graduated from UT and works at Eastman as a supply planner; Maggie is a student at UT; and Josie is student at TTU.

Chip and Angie now reside in the recently renovated Telephone Building in downtown Kingsport. Which was a project that they have passionately pursued for the last couple of years. They continue to develop the building which will include 8 total lofts on the second level and commercial property on the first level. Chip and Angie love living in downtown Kingsport and are excited to be a part of the exciting progress.



AGENDA ACTION FORM

Appointments to the Tree Advisory Board

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

Action Form No.: AF-195-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: George DeCroes
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Cole Lusk, Steve Bingham, James Babb and Christine Barger to the Tree Advisory Board. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are two years with no term limits. The board is comprised of (10) members; (4) resident of Kingsport, (4) tree industry professionals, (1) Keep Kingsport Beautiful Rep. and (1) City staff member.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Steve Bingham	6/30/21	3	KPT Resident
Cole Lusk	7/31/21	5	Tree Industry Prof.
Christine Barger	7/31/21	8	KPT Resident
James Babb	6/30/21	3	Tree Industry Prof.
Dan Wernick	7/31/22	8	Tree Industry Prof.
David Williams	7/31/22	3	Tree Industry Prof.
Timothy Martin	7/31/22	4	KPT Resident
Denise Isaacs	7/31/22	2	KPT Resident
Sharon Hayes	Term of Ofc.		KKB Rep.
Lewis Bausell	Term of Ofc.		KPT City Staff Rep.

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Steve Bingham	6/30/23	4	KPT Resident
Cole Lusk	7/31/23	6	Tree Industry Prof.
Christine Barger	7/31/23	9	KPT Resident
James Babb	6/30/23	4	Tree Industry Prof.
Dan Wernick	7/31/22	8	Tree Industry Prof.
David Williams	7/31/22	3	Tree Industry Prof.
Timothy Martin	7/31/22	4	KPT Resident
Denise Isaacs	7/31/22	2	KPT Resident
Sharon Hayes	Term of Ofc.		KKB Rep.
Lewis Bausell	Term of Ofc.		KPT City Staff Rep.

Attachments:

None

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



AGENDA ACTION FORM

Appointment to the Beverage Board

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

Action Form No.: AF-196-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: George DeCroes
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to reappoint Lonnie Salyer to the Beverage Board. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The board is comprised of (9) members; Police Chief, Planning Director, City Recorder and (6) residents of Kingsport with (1) having at least 5 years' experience in business or administration in ownership or operation of retail enterprise and (1) licensed to practice law.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Stephen LaHair	3/31/22	3	KPT Resident; Business Owner
Mike Forrester	12/31/22	1	KPT Resident; Licensed Attorney
John McKinley	12/31/22	Fulfilling unexpired term	KPT Resident
Natalie Wells	7/31/23	1	KPT Resident
Cody Woods	10/31/23	1	KPT Resident
Lonnie Salyer	6/30/21	2	KPT Resident

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Stephen LaHair	3/31/22	3	KPT Resident; Business Owner
Mike Forrester	12/31/22	1	KPT Resident; Licensed Attorney
John McKinley	12/31/22	Fulfilling unexpired term	KPT Resident
Natalie Wells	7/31/23	1	KPT Resident
Cody Woods	10/31/23	1	KPT Resident
Lonnie Salyer	6/30/24	3	KPT Resident

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Kingsport Public Library Commission

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

Action Form No.: AF-192-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve Appointments

Executive Summary:

It is recommended to reappoint Alderman Betsy Cooper and to appoint James M. Shull to the Kingsport Public Library Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The board is comprised of (7) members who are residents of Kingsport.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Kate Harden	1/31/22	1	KPT Resident
Dorothy Dobbins	4/30/22	2	KPT Resident
Jacyln Clendenen	5/31/23	1	KPT Resident
Lane Dukart	5/31/23	2	KPT Resident
Melissa Hamby	6/30/22	1	KPT Resident
Margaret Counts	6/30/21	2	KPT Resident
Betsy Cooper	5/31/21	1	KPT Resident

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Kate Harden	1/31/22	1	KPT Resident
Dorothy Dobbins	4/30/22	2	KPT Resident
Jacyln Clendenen	5/31/23	1	KPT Resident
Lane Dukart	5/31/23	2	KPT Resident
Melissa Hamby	6/30/22	1	KPT Resident
James M. Shull	6/30/24	1	KPT Resident
Betsy Cooper	5/31/24	2	KPT Resident

Attachments:

1. James M. Shull Bio

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

James Michael Shull
2101 Westwind Drive
Kingsport, TN 37660

Mick.shull@charter.net

423-343-9476

James Michael "Mickey" Shull was raised in Kingsport and has retired back in Kingsport after practicing law for 45 years. His volunteer experience has included managing political campaigns, Meals on Wheels and working the Food Pantry at St. Paul's Episcopal Church. He has also served as the Chairman of the Scott County, VA Industrial Development Authority and Chairman of the Disciplinary Committee for Virginia State Bar; and is currently serving on Friends of the Kingsport Public Library.

Mickey is ready to use his strategic skills to serve the City of Kingsport.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Tuesday, June 1, 2021, 4:30 PM
City Hall, Boardroom, 415 Broad Street

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

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Interim City Recorder
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
George DeCroes, Human Resources Manager
John Morris, Budget Officer
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Interim City Recorder Winkle.
3. **VISIT KINGSFORT UPDATE.** Jud Teague presented this item, highlighting the events that have taken place since January, noting a six to seven million dollar impact. He discussed upcoming events through the fall. He also thanked the board for their continued support of Miracle Field as it's popularity continues to grow.
4. **BMA COMMITTEE APPOINTMENTS.** Mayor Shull briefly discussed this item.
5. **REVIEW OF AGENDA ITEMS ON THE JUNE 1, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Tuesday, June 1, 2021

VI.A.1 Amend Zoning of Tax Map 78, a Portion of Parcels 44 and 46 Located off Glory Road and Rocky Branch Road from R-1B (Residential District) to PD (Planned Development District) (AF: 19-2021) City Planner Ken Weems gave details on this item, noting the planning department had received six comments on this rezoning. He stated there was one concern but it had been alleviated.

VI.A.3 Public Hearing and Consideration of an Ordinance to Adopt the FY21-22 Water Fund Budget (AF: 174-2021) Mayor Shull pointed out the city still had competitive rates compared to other cities. Deputy City Manager McReynolds confirmed that even with a five percent rate increase it was still providing a great value for what is provided.

VI.D.2 Apply and Receive a Public Works Investment Grant through the U.S. Economic Development Administration (AF: 165-2021) Alderman Phillips asked if the city may get more money. Deputy City Manager McReynolds stated the maximum amount that could be received was 1.5 million, but the amount could possibly be less.

VI.D.3 Agreement with Boone Lake Association (AF: 95-2021) The City Manager stated staff had looked at this again since the presentation at the March work session and had addressed the concerns that conversation. He informed the board that three stipulations had been added to the agreement. He provided details on how TVA funding was received and dispursed. Mayor Shull pointed out the city had received over \$800,000 and thanked City Attorney Billingsley for his work on this item. Some discussion followed.

VII.3 Ratify Mayor's Signature Approving the Consistency with the Consolidated Plan for the 2021 Emergency Solutions Grant Application (AF: 162-2021) City Planner Jessica McMurray confirmed this grant should be award June 3rd. Alderman Phillips asked for staff to notify the board if and when this was approved.

Alderman Phillips provided information on the homebuilders meeting next Tuesday at 6:00pm.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:15 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, June 1, 2021, 7:00 PM
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman James Phillips

City Administration

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

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

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION: Rector Johnny Tuttle, St. Paul's Episcopal.

III.A. ROLL CALL: By Deputy City Recorder Winkle. Absent: Alderman Olterman.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Blackheart Salon - Annie King & Bobby Brooks (Alderman Cooper).
2. Recognition of Danny Karst and Brandon Stamper (Mayor Shull).

IV.B. APPOINTMENTS/REAPPOINTMENTS. None.

V. APPROVAL OF MINUTES.

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

- A. May 10, 2021 Budget Work Session
- B. May 13, 2021 Budget Work Session
- C. May 17, 2021 Regular Work Session
- B. May 18, 2021 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 1, 2021**

1. Amend Zoning of Tax Map 78, a Portion of Parcels 44 and 46 Located off Glory Road and Rocky Branch Road from R-1B (Residential District) to PD (Planned Development District) (AF: 19-2021) (Ken Weems).

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

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG GLORY ROAD AND ROCKY BRANCH ROAD FROM R-1B, RESIDENTIAL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Public Hearing and Consideration of an Ordinance to Adopt the FY21-22 Budget (AF: 173-2021) (Chris McCartt).

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

Motion/Second: George/Adler, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Public Hearing and Consideration of an Ordinance to Adopt the FY21-22 Water Fund Budget (AF: 174-2021) (Ryan McReynolds).

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

Motion/Second: Cooper/Adler, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Public Hearing and Consideration of an Ordinance to Adopt the FY21-22 Sewer Fund Budget (AF: 175-2021) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 1, 2021**

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

Motion/Second: Duncan/Phillips, to pass:

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Amend FY21 General Purpose School Fund and the General Project Fund Budgets (AF: 170-2021) (David Frye).

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend the FY21 School Special Projects Fund Budget (AF: 171-2021) (David Frye).

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO AMEND THE FY 2021 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Adopt FY21-FY22 Metropolitan Planning Project Grant Fund Budget (AF: 176-2021) (Chris McCartt).

Motion/Second: Cooper/Adler, 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 FY21-FY22 Community Development Block Grant Fund Budget (AF: 177-2021) (Chris McCartt).

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Motion/Second: George/Adler, 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, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Adopt FY21-FY22 School Public Law 93-380 Grant Project Fund Budget (AF: 178-2021) (Chris McCartt/David Frye).

Motion/Second: Phillips/Duncan, 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.”

6. Budget Adjustment for Stormwater Project Fund (AF: 180-2021) (Chris McCartt).

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO AMEND THE STORMWATER PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY21 (AF: 161-2021) (Chris McCartt).

Motion/Second: Adler/George, to pass:

ORDINANCE NO. 6938, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Ratify the Mayor’s Signature to Apply for and Accept a Section 5307 Capital Grant for the Construction of a Transit Garage and Maintenance Facility (AF: 153-2021) (Chris Campbell).

Motion/Second: George/Phillips, to pass:

Resolution No. 2021-237, A RESOLUTION RATIFYING THE MAYOR’S SIGNATURE ON THE APPLICATION FOR THE FEDERAL TRANSIT ADMINISTRATION SECTION 5307 CAPITAL GRANT FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE TRANSIT GARAGE AND MAINTENANCE FACILITY AND AUTHORIZING THE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR
AND RECEIVE SUCH GRANT FUNDS

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

Motion/Second: Adler/Duncan, to pass:

ORDINANCE NO. 6939, AN ORDINANCE TO AMEND THE GENERAL FUND AND THE
GENERAL PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND,
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

**1. Contract Renewal with MedFit Center for a Physical Wellness
Program** (AF: 164-2021) (Chad Austin).

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-238, A RESOLUTION RENEWING AND AMENDING THE
AGREEMENT WITH MEDFIT, LLC FOR A PHYSICAL WELLNESS PROGRAM FOR
FY22 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.”

**2. Apply and Receive a Public Works Investment Grant through
the U.S. Economic Development Administration** (AF: 165-2021) (Ryan McReynolds)

Motion/Second: George/Cooper, to pass:

Resolution No. 2021-239, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A
PUBLIC WORKS INVESTMENT GRANT THROUGH THE UNITED STATES ECONOMIC
DEVELOPMENT ADMINISTRATION

Passed: All present voting “aye.”

3. Agreement with Boone Lake Association (AF: 95-2021) (Mayor
Shull).

Motion/Second: Duncan/Phillips, to pass:

A RESOLUTION APPROVING A DONATION AGREEMENT WITH THE BOONE LAKE
ASSOCIATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE
PURPOSE OF THE AGREEMENT

Not passed in a roll call vote: Duncan, Phillips and Shull voting “aye” and Adler, Cooper
and George voting “nay.”

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**4. Transfer Property Located at 1324 Midland Drive to the
Industrial Development Board of Kingsport (AF: 64-2021) (Ryan McReynolds).**

Motion/Second: George/Phillips, to pass:

Resolution No. 2021-240, A RESOLUTION AUTHORIZING DONATION OF REAL PROPERTY COMMONLY KNOWN AS THE FORMER SULLIVAN COUNTY HEALTH DEPARTMENT PROPERTY LOCATED AT 1324 MIDLAND DRIVE TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD SUBJECT TO CERTAIN CONDITIONS AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD

Passed: All present voting “aye.”

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

Motion/Second: George/Phillips, to adopt:

**1. Amendment to Contract between City of Kingsport and
Advanced Disposal Services (AF: 163-2021) (Ryan McReynolds).**

Pass:

Resolution No. 2021-241, A RESOLUTION APPROVING A FIFTH AMENDMENT TO THE AGREEMENT WITH ADVANCED DISPOSAL SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

**2. Lynn View Pee Wee Football & Lynn Garden Optimist Club
Agreements (AF: 155-2021) (Michael Borders).**

Pass:

Resolution No. 2021-242, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH LYNN VIEW PEE WEE FOOTBALL RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

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

Pass:

Resolution No. 2021-243, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE LYNN GARDEN OPTIMIST CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

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

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3. Ratify Mayor's Signature Approving the Consistency with the Consolidated Plan for the 2021 Emergency Solutions Grant Application (AF: 162-2021) (Jessica McMurray).

Pass:

Resolution No. 2021-244, A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE CONSISTENCY WITH THE CONSOLIDATED PLAN FORM FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, FOR THE CITY OF KINGSFORT TO APPLY FOR AND RECEIVE 2021 EMERGENCY SOLUTIONS GRANT, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER

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

4. Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Profession (RCHP) and the Kingsport Center for Higher Education (KCHE) (AF: 172-2021) (Jessica Harmon).

Pass:

Resolution No. 2021-245, A RESOLUTION APPROVING THE LEASE AMENDMENTS TO THE LEASES WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL, THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND THE KINGSFORT CENTER FOR HIGHER EDUCATION, TO RENEW THE AGREEMENTS FOR ONE YEAR AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AMENDMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AMENDMENTS

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

5. Approve CDBG-CV Small Business Grants (AF: 169-2021) (Jessica McMurray).

Pass:

Resolution No. 2021-246, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS SMALL BUSINESSES AND FOR COMMUNITY DEVELOPMENT BLOCK GRANT CARES GRANT FUNDING IN FISCAL YEAR 2020-2021

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

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt commented on the repairs at Church Circle and pointed out the pickleball courts were completed at VO Dobbins. He also discussed the tremendous amount of hours that went into the budget, thanking staff for their work and stating his appreciation for the support of the board.

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of the City of Kingsport, Tennessee, Tuesday, June 1, 2021**

B. MAYOR AND BOARD MEMBERS. Alderman Adler commented on the Downtown Mile event tomorrow night as well as the Saturday in the Gardens event on June 19, noting tickets could be purchased at the Chamber. Alderman Phillips commented on the technology schools, noting there would be a great presentation from the Homebuilders meeting on June 8 at 6:00 pm in the Press Room. Alderman Duncan provided details on the Keep Kingsport Beautiful Trashercize project, noting there have been seven events to date with over 16 tons of trash picked up. He also commented on the investments made through housing and business. Alderman Cooper commented on the refreshing presentation by Visit Kingsport at the work session, pointing out there were many activities going on and things to do. Vice-Mayor George stated there was a good crowd at the Memorial Day ceremony. She stated the Farmers Market was active and open, noting lots of things were happening in Kingsport. Mayor Shull congratulated the election winners and stated his appreciation for being re-elected. He commented the BMA served all citizens and hoped they thought Kingsport was moving in the right direction.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:16 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Adopt the FY 21-22 Schools Special Projects Grant Fund Budget

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

Action Form No.: AF-179-2021
 Work Session: June 14, 2021
 First Reading: June 15, 2021

Final Adoption: June 17, 2021
 Staff Work By: Morris
 Presentation By: McCartt, Frye

Recommendation:

Approve the Ordinance

Executive Summary:

Each year the City of Kingsport School system receives federal and state funding for the School Special Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions on May 13, 2021. 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 FY 2021-2022 budget for the Schools Special Projects Grant Fund is \$1,053,006.

Attachments:

1. Ordinance

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

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

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

ORDINANCE NO. _____**PRE-FILED
CITY RECORDER**

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 KINGSFORT 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	\$ 956,208
Local Revenue	\$ 0
From School Fund - 141	\$ 96,798
Total Revenues	\$ 1,053,006

Expenditures	Original Budget
Instruction	\$ 590,953
Support Services	\$ 459,611
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 2,442
Total Expenditures	\$ 1,053,006

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, 2021, the public welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Condemn

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

Action Form No.: AF-199- 2021
 Work Session: June 14, 2021
 First Reading: June 15, 2021

Final Adoption: July 6, 2021
 Staff Work By: R. Trent; M. Thompson
 Presentation By: M. Billingsley

Recommendation:

Approve the Ordinance

Executive Summary:

The Public Works Department has requested easements and right-of-ways for the Main Street Rebuild and Streetscape Project. The attached ordinance authorizes and directs the City Attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on the Main Street Rebuild and Streetscape Project.

Attachments:

1. Ordinance to Condemn
2. Project Location Map

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

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of public works projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the city has embarked upon the accomplishment of the herein named public works project in accordance with the terms and provisions of said Act; and

WHEREAS, the city is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the city, for present or future public use, and in accordance with the terms and provisions of the general law of the state regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named public works project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named public works project; and

WHEREAS, time is of the essence in the accomplishment of the herein named public works project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the city attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following public works project:

Main Street Rebuild & Streetscape Project

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the city attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Combine Two Part Time Driver Positions into One Full Time Position

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

Action Form No.: AF-202-2021
 Work Session: June 14, 2021
 First Reading: June 15, 2021

Final Adoption: July, 6, 2021
 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 20-21 City Budget and is already programmed in the FY 21-22 City Budget.

Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *gm*

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

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

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, 2021; 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 2020-2021.

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.

ATTEST:

PATRICK W. SHULL, Mayor

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

Enter into a Materials Agreement with LandStar, LLC, Related to the West Gate Phase 2 Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-150-2021
 Work Session: June 14, 2021
 First Reading: June 15, 2021

Final Adoption: July 6, 2021
 Staff Work By: M. Thompson/D. Harris
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution
 Approve the Ordinance

Executive Summary:

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

Pursuant to the policy, LandStar, LLC has requested that the proposed West Gate Phase 2 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$42,710.15 for a new twenty six (26) lot development.

To date, including this development, the program has supported 1046 new/proposed lots within the City of Kingsport. Of those lots, 578 Building Permits and 523 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Ordinance
3. Agreement
4. Cost Table
5. Location Maps

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH LANDSTAR, LLC, RELATED TO WEST GATE PHASE 2 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Landstar, LLC would like to enter into a materials agreement for the provision of certain water and sewer materials by the city for West Gate Phase 2, a 26 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is \$42,710.15;

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 enter into a materials agreement with Landstar, LLC to provide certain water and sewer materials by the city for West Gate Phase 2, in the amount of \$42,710.15, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE WEST GATE PHASE 2 MATERIALS AGREEMENT PROJECTS (WA2154 AND SW2154); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$20,299 and by decreasing the funds transferred from the Sewer Fund operating budget by \$18,706 to the West Gate Phase 2 projects (WA2154 and SW2154) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Water Project Fund:451			
West Gate Phase 2 (WA2154)			
Revenues			
451-0000-391-4500 From the Water Fund	\$0	\$20,299	\$20,299
Totals:	\$0	\$20,299	\$20,299
Expenditures:			
451-0000-605-9003 Improvements	\$0	\$20,299	\$20,299
Totals:	\$0	\$20,299	\$20,299

Sewer Project Fund:452			
West Gate Phase 2 (SW2154)			
Revenues			
452-0000-391-4200 From the Sewer Fund	\$0	\$18,706	\$18,706
Totals:	\$0	\$18,706	\$18,706
Expenditures:			
452-0000-606-9003 Improvements	\$0	\$18,706	\$18,706
Totals:	\$0	\$18,706	\$18,706

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.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 6th day of July, 2021, by and between the LandStar, LLC. Hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as West Gate Phase 2, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 720 LFT of Waterline and 1060 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$64,937.49. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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

Developer

Patrick W. Shull, Mayor

Approved as to form:

J. Michael Billingsley, City Attorney

Attest:

City Recorder

Materials Agreement

Project: West Gate Phase 2
 Date: June 2, 2021
 Developer: LandStar, LLC

File No.: 2021-D6
 AF-150-2021

Sanitary Sewer		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	77.00	Joints	\$99.00	\$7,623.00
45057	8" x 6" Tee Wye gsktd Sewer	26.00	each	\$39.18	\$1,018.68
45112	Manhole Frame & Covers V-1312-44	8.00	each	\$253.76	\$2,030.08
45226	Manhole Base (24") w/ Invert	8.00	each	\$550.00	\$4,400.00
45229	Manhole Ring Riser 2"	3.00	each	\$31.00	\$93.00
45230	Manhole Ring Riser 4"	2.00	each	\$41.00	\$82.00
45231	Manhole Ring Riser 6"	1.00	each	\$57.00	\$57.00
45223	Manhole Concrete 16" Riser	2.00	each	\$135.00	\$270.00
45224	Manhole Concrete Riser 32"	6.00	each	\$246.00	\$1,476.00
45219	Manhole Concrete 16" Concrete Cone	3.00	each	\$170.00	\$510.00
45221	Manhole Concrete 24" Concrete Cone	4.00	each	\$197.00	\$788.00
45218	Manhole Concrete 32" Concrete Cone	1.00	each	\$246.00	\$246.00
45203	Extra Boot Charge	2.00	each	\$56.00	\$112.00
Building Code					
Receipt To:					
Subtotal:	452-0000-208-1250				\$18,705.76
Sales Tax:	452-0000-207-0201			9.50%	\$1,777.05
Project #	SW2154			Sewer Total:	\$20,482.81
Expense To:					
Sewer Acct #	452-0000-606-9003				
				Grand Total:	\$42,710.15



Materials Agreement

Project: West Gate Phase 2
 Date: June 2, 2021
 Developer: LandStar, LLC

File No.: 2021-D6
 AF-150-2021

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	41.00	Joints	\$354.60	\$14,538.60
42120	4' Bury Hydrant	1.00	each	\$1,610.00	\$1,610.00
42325	6" MJ Gate Valve	1.00	each	\$479.70	\$479.70
43031	8x8x6 Anchor Tee	1.00	each	\$105.31	\$105.31
42845	6" x 18" MJ Anchor Coupling	1.00	each	\$92.52	\$92.52
42335	8" MJ Gate Valve	4.00	each	\$764.05	\$3,056.20
41794	8" Plug w/ 2" Tap	1.00	each	\$52.50	\$52.50
42100	8x8x8 MJ Tee	3.00	each	\$109.37	\$328.11
40595	8' DI Cap	1.00	each	\$36.00	\$36.00
Building Code					
	Receipt To:				
Subtotal:	451-0000-208-1250				\$20,298.94
Sales Tax:	451-0000-207-0201			9.50%	\$1,928.40
Project #	WA2154			Water Total:	\$22,227.34
	Expense To:				
Water Acct. #	451-0000-605-9003				



[illegible]

SHEET 1	COVER SHEET
SHEET 2	SITE PLAN
SHEET 3	GRADING PLAN
SHEET 4	ROAD PLAN & PROFILES
SHEET 5	ROAD DETAILS
SHEET 6	TDOT DETAILS
SHEET 7	WATER PLAN
SHEET 8	SANITARY PLAN & PROFILES
SHEET 9	STORM PLAN
SHEET 10	STORM PROFILES
SHEET 11	STORM DRAINAGE MAP
SHEET 12	STORM DETAILS
SHEET 13	EROSION & SEDIMENT CONTROL PLAN (SHEET 1)
SHEET 14	EROSION & SEDIMENT CONTROL PLAN (SHEET 2)
SHEET 15	EROSION & SEDIMENT CONTROL DETAILS

LandStar, LLC
Cover Sheet - Phase 2
West Gate Housing Development
Kingsport, Tennessee

P.O. BOX 245
BLUEFIELD, VA 24605
PHONE 276 353-4440

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[illegible]



AGENDA ACTION FORM

Amend Zoning of Tax Map 78, a Portion of Parcels 44 and 46 Located off Glory Road and Rocky Branch Road from R-1B (Residential District) to PD (Planned Development District)

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

Action Form No.: AF-19-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Approve ordinance amending the zoning ordinance to rezone the property containing Tax Map 78, a portion of parcels 44 and 46 located off Glory Road and Rocky Branch Road from R-1B (Residential District) to PD (Planned Development District).

Executive Summary:

This is an owner-requested rezoning of approximately 33.91 acres located along Glory Road and Rocky Branch Road from R-1B, Residential District, to PD, Planned Development District. The applicant desires to construct a new single family development on the property. During their May 2021 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 8-0. This rezoning effort has received a total of 6 comments from the public. The comments focused on assurance that the property will be developed as a single family subdivision as opposed to a multifamily development. The notice of public hearing was published on May 17, 2021.

Attachments:

1. Zoning Ordinance

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG GLORY ROAD AND ROCKY BRANCH ROAD FROM R-1B, RESIDENTIAL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Glory Road and Rocky Branch Road from R-1B, Residential District to PD, Planned Development District in the 7th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a rebar and cap stamped "TN 1964" in the southwesterly right-of-way line of Rocky Branch Road corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Richard E. & Carolyn H. Borders (Deed Book 2882C, Page 235); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Richard E. and Carolyn H. Borders the following two calls: S24°00'39"W 199.43' to a 3/4" rebar; thence S65°56'29"E 94.92' to a 1/2" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Richard E. and Caroline H. Borders and Eric R. and Lisa G. Fish (Deed Book 2234C, Page 740); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Shekinah Acres (Plat Book 15, Page 20) Lots 2 through 8 the following five calls: S65°59'41"E 209.97' to a 3/4" rebar; thence S66°05'44"E 100.04' to a nail; thence S65°55'17"E 209.52' to a 1/2" rebar; thence S65°55'47"E 109.58' to a 1/2" rebar; thence S65°54'37"E 99.90' to a 1/2" rebar in the westerly right-of-way line of Glory Road corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Shekinah Acres; thence departing said rebar and continuing coincident with said right-of-way line the following three calls: S28°30'16"W 365.40' to a rebar and cap stamped "TN 1964"; thence with the arc of a curve to the right having a chord bearing and distance of S35°22'12"W 181.03', a radius of 757.16' and an arc length of 181.47' to a rebar and cap stamped "TN 1964"; thence

S42°15'08"W 188.85' to a rebar and cap stamped "TN 1964" in the terminus of Glory Road; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) The following four calls: S42°15'08"W 14.09' to a rebar and cap stamped "TN 1964"; thence N52°20'12"W 190.68' rebar and cap stamped "TN 1964"; thence S41°08'59"W 154.30' a rebar and cap stamped "TN 1964"; thence N48°51'01"W 100.00' to a rebar and cap stamped "TN 1964"; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) S41°08'59"W 716.32' to a rebar and cap stamped "TN 1964"; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) N43°30'30"W 176.17' to a 3/4" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Justin P. Young and Alison L. Smith (Deed Book 2818C, Page 424); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Justin P. Young and Alison L. Smith N43°30'30"W 111.27' to a 1/2" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), Justin P. Young and Alison L. Smith and Timothy G. & Shelly R. Jackson (Deed Book 523C, Page 9); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Timothy G. & Shelly R. Jackson the following two calls: N43°40'13"W 192.28' to a 1/2" rebar; thence N46°26'16"W 412.45' to a rebar and cap stamped "Saxon" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Timothy G. & Shelly R. Jackson; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) N46°26'16"W 78.70' to a rebar and cap stamped "TN 1964" in the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), and Dewey Bracken (Deed Book 837C, Page 174); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), and Dewey Bracken N43°10'55"E 93.27' to a notch in rock corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), Dewey Bracken and Eldon D. & Gloria J. Lufi (Deed

Book 371C, Page 394); thence departing said notch and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Eldon D. & Gloria J. Lufi N40°12'05"E 462.12' to a 1/2" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), Eldon D. & Gloria J. Lufi and Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44); thence departing set rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Eldon D. & Gloria J. Lufi N40°12'29"E 397.38' to a rebar and cap stamped "TN 1964" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Eldon D. & Gloria J. Lufi and Tony L. & Melinda K. Jones (Deed Book 3224, Page 1684); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Tony L. & Melinda K. Jones the following two calls: S63°05'12"E 15.39' to a 1/2" rebar; thence S63°07'40"E 100.43' to a rebar and cap stamped "IMC" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Tony L. & Melinda K. Jones and Anthony L. & Angela Phillips (Deed Book 3142, Page 2177); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Anthony L. & Angela Phillips the following two calls: S63°02'17"E 100.29' to a rebar and cap stamped "IMC"; thence N23°07'03"E 33.67' to a rebar stamped "Mize" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Anthony L. & Angela Phillips and Ronald C., II & Deborah L. Carrier (Deed Book 3035, Page 750); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Ronald C., II & Deborah L. Carrier the following two calls: S67°57'11"E 187.42' to a rebar and cap stamped "Mize"; thence N23°57'47"E 399.68' to a 3/4" rebar in the southwesterly right-of-way line of Rocky Branch Road corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Ronald C., II & Deborah L. Carrier; thence departing said rebar and continuing coincident with said right-of-way line S67°39'37"E 75.03' to the "POINT of BEGINNING" containing 33.91 acres more or less.

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

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2021-2022 Budget

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

Action Form No.: AF-173-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 10, 2021 budget work session. As required by charter, it was published in the Times News on May 25, 2021.

The total revenue and expenditures less transfers (duplicates) for the FY21-22 budget for all funds are \$174,359,497. This excludes the water, sewer, and grant project funds. Separate ordinances for these funds will be presented.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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, 2021 and ending June 30, 2022 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 FY21-22 Budget of \$229,281,960 less inter-fund transfers, \$54,922,463, Net Total Budget Revenues \$174,359,497, are hereby appropriated.

The estimated expenditures for the Total FY21-22 Budget of \$229,281,960 less inter-fund transfers \$54,922,463, Net Total Budget Expenditures \$174,359,497 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2021 - June 30, 2022.

GENERAL FUND - 110	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Local Taxes	\$49,458,647	\$49,850,251	\$49,471,800
Licenses And Permits	\$392,623	\$362,313	\$450,000
Intergovernmental	\$25,326,046	\$27,714,518	\$25,684,600
Charges For Services	\$2,066,882	\$1,589,002	\$2,207,000
Fines And Forfeitures	\$713,493	\$689,652	\$869,500
Other	\$586,155	\$445,625	\$1,393,400
Other Financing Sources			
Transfers In - from other funds	\$1,923,240	\$1,837,400	\$1,984,300
Transfers In - from other funds (PILOT)	\$1,491,000	\$1,491,000	\$1,491,000
Total Revenues and Other Financing Sources	\$81,958,086	\$83,979,761	\$83,551,600
Expenditures			
Administration	\$9,086,441	\$9,038,500	\$9,640,100
Development Services	\$1,414,793	\$1,383,100	\$1,640,500
Police Department	\$11,666,610	\$11,947,300	\$12,575,000
Fire Department	\$10,726,675	\$10,853,200	\$10,925,900
Leisure Services (Parks & Recreation)	\$4,420,646	\$4,538,200	\$5,196,400
Public Works	\$10,721,615	\$10,948,600	\$11,580,200
Other Expenses (Miscellaneous Government Services)	\$1,114,048	\$1,020,800	\$1,285,500
Less Internal Fund Transfers	(\$9,235,533)	(\$9,316,304)	(\$10,331,473)
Other Financing Uses			
Transfers Out - To Debt Service Fund (Principal and Interest)	\$8,731,852	\$9,422,815	\$9,629,800
Transfers Out - To Internal Service Funds	\$9,235,533	\$9,316,304	\$10,331,473
Transfers Out - To Other Funds	\$21,875,424	\$24,726,174	\$21,078,200
Total Appropriations	\$79,758,104	\$83,878,689	\$83,551,600
Change in Fund Balance (Revenues - Appropriations)	\$2,199,982	\$101,072	\$0
Beginning Fund Balance July 1	\$16,038,913	\$18,238,895	\$18,339,967
Ending Fund Balance June 30	\$18,238,895	\$18,339,967	\$18,339,967
Ending Fund Balance as a % of Total Appropriations	22.9%	21.9%	22.0%

STATE STREET AID FUND - 121	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
State Gas and Motor Fuel Taxes	\$1,822,206	\$1,746,800	\$1,971,000
Other Financing Sources			
Transfers In - From General Fund	\$505,208	\$550,000	\$726,200
Total Revenues and Other Financing Sources	\$2,327,414	\$2,296,800	\$2,697,200
Expenditures			
Public Works Department	\$2,325,453	\$2,296,800	\$2,697,200
Total Appropriations	\$2,325,453	\$2,296,800	\$2,697,200
Change in Fund Balance (Revenues - Appropriations)	\$1,961	\$0	\$0
Beginning Fund Balance July 1	\$2,682	\$4,643	\$4,643
Ending Fund Balance June 30	\$4,643	\$4,643	\$4,643
Ending Fund Balance as a % of Total Appropriations	0.2%	0.2%	0.2%

CRIMINAL FORFEITURE FUND - 126	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Federal DOJ Code 015	\$11,008	\$7,475	\$0
Federal IRS Code CBP	\$23,104	\$33,473	\$6,000
Other	\$1,134	\$41	\$0
Total Revenues and Other Financing Sources	\$35,246	\$40,989	\$6,000
Expenditures			
Capital Outlay	\$94,735	\$10,000	\$6,000
Total Appropriations	\$94,735	\$10,000	\$6,000
Change in Fund Balance (Revenues - Appropriations)	(\$59,489)	\$30,989	\$0
Beginning Fund Balance July 1	\$287,543	\$228,054	\$259,043
Ending Fund Balance June 30	\$228,054	\$259,043	\$259,043
Ending Fund Balance as a % of Appropriations	240.7%	2590.4%	4317.4%

DRUG FUND - 127	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Fines And Forfeitures	\$111,250	\$72,880	\$157,100
Total Revenues and Other Financing Sources	\$111,250	\$72,880	\$157,100
Expenditures			
Drug Enforcement	\$61,276	\$64,444	\$157,100
Total Appropriations	\$61,276	\$64,444	\$157,100
Change in Fund Balance (Revenues - Appropriations)	\$49,974	\$8,436	\$0
Beginning Fund Balance July 1	\$378,339	\$428,313	\$436,749
Ending Fund Balance June 30	\$428,313	\$436,749	\$436,749
Ending Fund Balance as a % of Appropriations	699.0%	677.7%	278.0%

REGIONAL SALES TAX FUND - 130	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Conference Center	\$3,777,738	\$3,871,200	\$3,915,000
Other	\$3,698	\$0	\$300
Total Revenues and Other Financing Sources	\$3,781,436	\$3,871,200	\$3,915,300
Expenditures			
Transfers Out - To other funds	\$3,839,400	\$3,837,409	\$3,915,300
Total Appropriations	\$3,839,400	\$3,837,409	\$3,915,300
Change in Fund Balance (Revenues - Appropriations)	(\$57,964)	\$33,791	\$0
Beginning Fund Balance July 1	\$492,380	\$434,416	\$468,207
Ending Fund Balance June 30	\$434,416	\$468,207	\$468,207
Ending Fund Balance as a % of Appropriations	11.3%	12.2%	12.0%

VISITORS ENHANCEMENT FUND - 135	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Motel-Room Occupancy Tax	\$359,406	\$285,200	\$400,000
Total Revenues and Other Financing Sources	\$359,406	\$285,200	\$400,000
Expenditures			
Tourism Operations	\$35,350	\$61,131	\$37,000
Other Financing Uses			
Transfers Out - To Other Funds	\$449,181	\$214,500	\$363,000
Total Appropriations	\$484,531	\$275,631	\$400,000
Change in Fund Balance (Revenues - Appropriations)	(\$125,125)	\$9,569	\$0
Beginning Fund Balance July 1	\$149,796	\$24,671	\$34,240
Ending Fund Balance June 30	\$24,671	\$34,240	\$34,240
Ending Fund Balance as a % of Appropriations	5.1%	12.4%	8.6%

LIBRARY GOVERNING BOARD FUND - 137	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
County Government Contributions	\$15,000	\$15,000	\$15,000
Fines and Forfeitures	\$12,475	\$5,600	\$21,800
Charges for Service	\$9,304	\$14,892	\$9,600
Contributions and Donations	\$766	\$10,622	\$0
Other	\$130	\$0	\$0
Other Financing Sources			
Transfers In - From General Fund	\$1,328,900	\$1,328,900	\$1,328,900
Total Revenues and Other Financing Sources	\$1,366,575	\$1,375,014	\$1,375,300
Expenditures			
Library Operations	\$1,385,604	\$1,375,000	\$1,375,300
Less Internal Fund Transfers	(\$105,887)	(\$108,743)	(\$127,490)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$105,887	\$108,743	\$127,490
Total Appropriations	\$1,385,604	\$1,375,000	\$1,375,300
Change in Fund Balance (Revenues - Appropriations)	(\$19,029)	\$14	\$0
Beginning Fund Balance July 1	\$62,377	\$43,348	\$43,362
Ending Fund Balance June 30	\$43,348	\$43,362	\$43,362
Ending Fund Balance as a % of Appropriations	3.1%	3.2%	3.2%

GENERAL PURPOSE SCHOOL FUND - 141	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Taxes	\$29,477,666	\$29,667,000	\$30,838,000
From State of TN	\$32,320,525	\$33,373,100	\$34,054,000
From Federal Government	\$47,299	\$40,000	\$50,000
Charges for Services	\$1,350,348	\$1,840,000	\$1,697,000
Direct Federal	\$59,610	\$60,000	\$62,500
Miscellaneous	\$585,877	\$590,000	\$590,000
Other Financing Sources			
Transfer from Fed. Proj. Fund	\$119,925	\$65,000	\$65,000
From General Fund-MOE	\$11,245,300	\$11,245,300	\$11,245,300
From General Fund-Debt	\$3,084,856	\$3,042,993	\$2,632,600
Total Revenues and Other Financing Sources	\$78,291,406	\$79,923,393	\$81,234,400
Expenditures			
Educational Services	\$71,634,805	\$74,232,250	\$75,701,100
Non-Instructional Services	\$1,023,386	\$1,308,700	\$1,257,000
Capital Outlay	\$1,087,627	\$538,050	\$538,500
Less Internal Fund Transfers	(\$1,908,043)	(\$1,944,400)	(\$1,977,900)
Other Financing Uses			
Transfers Out - To Debt Service Fund	\$3,084,856	\$3,042,993	\$3,277,400
Transfers Out - To Internal Service Funds	\$1,908,043	\$1,944,400	\$1,977,900
Transfers Out - To Other Funds	\$1,305,914	\$329,421	\$460,400
Total Appropriations	\$78,136,588	\$79,451,414	\$81,234,400
Change in Fund Balance (Revenues - Appropriations)	\$154,818	\$471,979	\$0
Beginning Fund Balance July 1	\$8,352,530	\$8,507,348	\$8,979,327
Ending Fund Balance June 30	\$8,507,348	\$8,979,327	\$8,979,327
Ending Fund Balance as a % of Appropriations	10.9%	11.3%	11.1%

SCHOOL NUTRITION FUND - 147	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Meals	\$3,848,701	\$3,309,300	\$3,358,400
Investments	\$1,958	\$2,400	\$2,000
From State Of TN	\$30,193	\$26,500	\$30,000
Unrealized Commodity Value	\$142,360	\$209,000	\$225,000
Other Local Revenue	\$0	\$65,300	\$65,300
Total Revenues and Other Financing Sources	\$4,023,212	\$3,612,500	\$3,680,700
Expenditures			
Wages/Benefits	\$1,868,387	\$1,772,400	\$1,697,200
Commodities	\$2,022,225	\$1,730,400	\$1,767,100
Fixed Charges	\$4,715	\$20,300	\$20,800
Capital Outlay	\$153,300	\$80,000	\$190,000
Other Financing Uses			
Transfers Out - To Other funds	\$0	\$9,400	\$5,600
Total Appropriations	\$4,048,627	\$3,612,500	\$3,680,700
Change in Fund Balance (Revenues - Appropriations)	(\$25,415)	\$0	\$0
Beginning Fund Balance July 1	\$2,801,559	\$2,776,144	\$2,776,144
Ending Fund Balance June 30	\$2,776,144	\$2,776,144	\$2,776,144
Ending Fund Balance as a % of Appropriations	68.6%	76.8%	75.4%

DEBT SERVICE FUND - 211	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Interest on Investments	\$446,662	\$222,322	\$0
Other Financing Sources			
Transfers In - from other funds	\$12,256,460	\$12,848,897	\$12,967,000
Total Revenues and Other Financing Sources	\$12,703,122	\$13,071,219	\$12,967,000
Expenditures			
Redemption of Bonds (Principal)	\$8,430,319	\$8,805,561	\$9,689,600
Interest on Bonds/Notes	\$4,216,949	\$4,120,263	\$3,277,400
Other Expenses	\$0	\$9,900	\$0
Bank Service Charges	\$8,538	\$6,413	\$0
Total Appropriations	\$12,655,806	\$12,942,137	\$12,967,000
Change in Fund Balance (Revenues - Appropriations)	\$47,316	\$129,082	\$0
Beginning Fund Balance July 1	\$420,662	\$467,978	\$597,060
Ending Fund Balance June 30	\$467,978	\$597,060	\$597,060
Ending Fund Balance as a % of Appropriations	3.7%	4.6%	4.6%

SOLID WASTE FUND - 415	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Refuse Collection Charges	\$2,420,605	\$2,510,000	\$2,522,000
Tipping Fees	\$375,175	\$487,038	\$484,000
Backdoor Collection	\$22,384	\$22,400	\$22,200
Tire Disposal	\$6,745	\$6,645	\$6,500
Miscellaneous	\$199,653	\$0	\$279,400
Other Financing Sources			
Transfers In - From the General Fund	\$3,493,695	\$1,900,000	\$1,800,000
Total Revenues and Other Financing Sources	\$6,518,257	\$4,926,083	\$5,114,100
Expenditures			
Trash Collection	\$852,281	\$847,827	\$945,000
Household Refuse Collection	\$2,005,189	\$2,784,221	\$2,773,900
Demolition Landfill	\$1,042,930	\$872,091	\$946,000
Recycling	\$803,859	\$0	\$0
Miscellaneous	\$87,653	\$10,200	\$57,500
Debt Service (Principal & Interest)	\$0	\$394,211	\$391,700
Depreciation	\$208,751	\$0	\$0
Less Internal Fund Transfers	(\$2,175,995)	(\$2,102,833)	(\$2,282,560)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$2,175,995	\$2,102,833	\$2,282,560
Total Appropriations	\$5,000,663	\$4,908,550	\$5,114,100
Change in Fund Balance (Revenues - Appropriations)	\$1,517,594	\$17,533	\$0
Beginning Fund Balance July 1	(\$53,543)	\$1,464,051	\$1,481,584
Ending Fund Balance June 30	\$1,464,051	\$1,481,584	\$1,481,584
Ending Fund Balance as a % of Total Appropriations	29.3%	30.2%	29.0%

STORMWATER FUND - 417	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Stormwater Fees	\$1,867,353	\$1,891,612	\$1,893,900
Miscellaneous	\$17,700	\$0	\$0
Earnings on Investments	\$7,948	\$1,338	\$1,000
Total Revenues and Other Financing Sources	\$1,893,001	\$1,892,950	\$1,894,900
Expenditures			
Operating Expenses	\$1,143,442	\$1,484,365	\$1,658,300
Debt Service (Principal & Interest)	\$0	\$123,800	\$121,600
Depreciation	\$176,783	\$0	\$0
Less Internal Fund Transfers	(\$325,299)	(\$340,000)	(\$420,610)
Other Financing Uses			
Transfers Out - To Other Funds	\$108,136	\$114,600	\$115,000
Transfers Out - To Internal Service Funds	\$325,299	\$340,000	\$420,610
Total Appropriations	\$1,428,361	\$1,722,765	\$1,894,900
Change in Fund Balance (Revenues - Appropriations)	\$464,640	\$170,185	\$0
Beginning Fund Balance July 1	\$2,975,460	\$3,440,100	\$3,610,285
Ending Fund Balance June 30	\$3,440,100	\$3,610,285	\$3,610,285
Ending Fund Balance as a % of Total Appropriations	240.8%	209.6%	190.5%

AQUATIC CENTER FUND - 419	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Donations	\$53,482	\$62,000	\$54,000
Sales/Fees	\$967,876	\$1,245,000	\$1,714,100
Other Financing Sources			
Transfers In - From Regional Sales Tax Fund	\$1,416,559	\$1,850,000	\$1,800,000
Transfers In - From Visitors Enhancement Fund	\$264,181	\$214,500	\$160,000
Transfers In - From General Fund	\$1,000,000	\$0	\$0
Total Revenues and Other Financing Sources	\$3,702,098	\$3,371,500	\$3,728,100
Expenditures			
Operating Expenses	\$2,128,971	\$1,638,500	\$2,054,600
Debt Service (Principal & Interest)	\$0	\$1,621,455	\$1,627,200
Depreciation	\$676,129	\$0	\$0
Less Internal Fund Transfers	(\$107,241)	(\$112,043)	(\$121,590)
Other Financing Uses			
Transfers Out - To Other Funds	\$46,215	\$45,400	\$46,300
Transfers Out - To Internal Service Funds	\$107,241	\$112,043	\$121,590
Total Appropriations	\$2,851,315	\$3,305,355	\$3,728,100
Change in Fund Balance (Revenues - Appropriations)	\$850,783	\$66,145	\$0
Beginning Fund Balance July 1	\$657,061	\$1,507,844	\$1,573,989
Ending Fund Balance June 30	\$1,507,844	\$1,573,989	\$1,573,989
Ending Fund Balance as a % of Total Appropriations	52.9%	47.6%	42.2%

MEADOWVIEW CONFERENCE CENTER FUND - 420	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Room Surcharge	\$127,616	\$123,984	\$130,000
FF&E Fees	\$106,835	\$0	\$140,000
Earnings on Investments	\$12,206	\$1,289	\$1,200
Other Financing Sources			
Issuance of Debt / Debt Proceeds	\$350,000	\$0	\$0
Transfers In - From Regional Sales Tax	\$2,285,233	\$2,148,622	\$1,950,000
Total Revenues and Other Financing Sources	\$2,881,890	\$2,273,895	\$2,221,200
Expenditures			
Operating Expenses	\$704,105	\$789,315	\$646,300
Other Expenses	\$0	\$68	\$140,900
Debt Service (Principal & Interest)	\$0	\$1,428,510	\$1,434,000
Depreciation	\$1,505,309	\$0	\$0
Other Financing Uses			
Transfers Out - To Other Funds	\$350,000	\$40,000	\$0
Total Appropriations	\$2,559,414	\$2,257,893	\$2,221,200
Change in Fund Balance (Revenues - Appropriations)	\$322,476	\$16,002	\$0
Beginning Fund Balance July 1	\$131,971	\$454,447	\$470,449
Ending Fund Balance June 30	\$454,447	\$470,449	\$470,449
Ending Fund Balance as a % of Total Appropriations	17.8%	20.8%	21.2%

CATTAILS GOLF COURSE FUND - 421	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Sales and Fees	\$814,850	\$1,059,000	\$1,007,000
Earnings on Investments	(\$17,082)	\$268	\$200
Other Financing Sources			
Issuance of Debt / Debt Proceeds	\$0	\$0	\$0
Transfers In - from Regional Sales Tax	\$137,608	(\$161,213)	\$165,300
Total Revenues and Other Financing Sources	\$935,376	\$898,055	\$1,172,500
Expenditures			
Operating Expenses	\$965,643	\$836,597	\$1,117,400
Other Expenses	\$0	\$8,904	\$100
Debt Service (Principal & Interest)	\$0	\$49,727	\$55,000
Depreciation	\$237,355	\$0	\$0
Total Appropriations	\$1,202,998	\$895,228	\$1,172,500
Change in Fund Balance (Revenues - Appropriations)	(\$267,622)	\$2,827	\$0
Beginning Fund Balance July 1	\$3,317,088	\$3,049,466	\$3,052,293
Ending Fund Balance June 30	\$3,049,466	\$3,052,293	\$3,052,293
Ending Fund Balance as a % of Total Appropriations	253.5%	341.0%	260.3%

FLEET MAINTENANCE FUND - 511	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$77,976	\$7,994	\$0
Miscellaneous	\$131,873	\$17,606	\$0
From Fund Balance	\$0	\$0	\$2,778,700
Other Financing Sources			
From Other Funds - Fleet Charges	\$7,861,329	\$7,951,566	\$8,753,400
Total Revenues and Other Financing Sources	\$8,071,178	\$7,977,166	\$11,532,100
Expenditures			
Operations	\$7,801,835	\$7,726,395	\$11,513,600
Motor Pool	\$18,541	\$9,760	\$18,500
Less Internal Transfers	(\$342,186)	(\$337,950)	(\$378,060)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$342,186	\$337,950	\$378,060
Total Appropriations	\$7,820,376	\$7,736,155	\$11,532,100
Change in Fund Balance (Revenues - Appropriations)	\$250,802	\$241,011	\$0
Beginning Fund Balance July 1	\$14,382,399	\$14,633,201	\$14,874,212
Ending Fund Balance June 30	\$14,633,201	\$14,874,212	\$14,874,212
Ending Fund Balance as a % of Appropriations	187.1%	192.3%	129.0%

RISK MANAGEMENT FUND - 615	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Charges for Services	\$47,216	\$77,178	\$53,987
Investments	\$83,933	\$12,696	\$0
Miscellaneous	\$21,989	\$0	\$0
Other Financing Sources			
From Other Funds - Risk Charges	\$2,149,217	\$2,098,940	\$2,180,513
Total Revenues and Other Financing Sources	\$2,302,355	\$2,188,814	\$2,234,500
Expenditures			
Administration	\$1,150,501	\$1,138,884	\$1,165,850
Insurance Claims	\$1,291,023	\$1,114,810	\$1,068,650
Less Internal Fund Transfers	(\$40,826)	(\$41,808)	(\$51,100)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$40,826	\$41,808	\$51,100
Total Appropriations	\$2,441,524	\$2,253,694	\$2,234,500
Change in Fund Balance (Revenues - Appropriations)	(\$139,169)	(\$64,880)	\$0
Beginning Fund Balance July 1	\$3,730,476	\$3,591,307	\$3,526,427
Ending Fund Balance June 30	\$3,591,307	\$3,526,427	\$3,526,427
Ending Fund Balance as a % of Appropriations	147.1%	156.5%	157.8%

HEALTH INSURANCE FUND - 625	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Employee Contribution	\$2,444,661	\$2,026,307	\$2,195,800
Earnings on Investments	\$40,574	\$7,264	\$7,000
Other Revenue	\$814,215	\$132,162	\$587,020
Other Financing Sources			
Transfers In - City Contributions	\$6,665,664	\$7,172,015	\$7,170,480
Total Revenues and Other Financing Sources	\$9,965,114	\$9,337,748	\$9,960,300
Expenditures			
Administration	\$1,147,992	\$1,181,498	\$1,282,000
Insurance Claims	\$6,484,439	\$7,866,909	\$7,500,000
Clinic Operations	\$1,115,979	\$1,125,065	\$1,178,300
Less Internal Fund Transfers	(\$10,002)	(\$10,010)	(\$10,260)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$10,002	\$10,010	\$10,260
Total Appropriations	\$8,748,410	\$10,173,472	\$9,960,300
Change in Fund Balance (Revenues - Appropriations)	\$1,216,704	(\$835,724)	\$0
Beginning Fund Balance July 1	\$2,962,038	\$4,178,742	\$3,343,018
Ending Fund Balance June 30	\$4,178,742	\$3,343,018	\$3,343,018
Ending Fund Balance as a % of Appropriations	47.8%	32.9%	33.6%

RETIREES HEALTH INSURANCE FUND - 626	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Employee Contributions	\$300,177	\$276,270	\$270,000
Other Revenue	\$32,045	\$44,762	\$0
Earnings on Investments	\$25,187	\$4,164	\$4,000
Other Financing Sources			
Transfers In - City Contributions	\$750,000	\$750,000	\$750,000
Total Revenues and Other Financing Sources	\$1,107,409	\$1,075,196	\$1,024,000
Expenditures			
Administration	\$565,066	\$548,673	\$750,000
Insurance Claims	\$74,968	\$70,273	\$274,000
Total Appropriations	\$640,034	\$618,946	\$1,024,000
Change in Fund Balance (Revenues - Appropriations)	\$467,375	\$456,250	\$0
Beginning Fund Balance July 1	\$1,895,266	\$2,362,641	\$2,818,891
Ending Fund Balance June 30	\$2,362,641	\$2,818,891	\$2,818,891
Ending Fund Balance as a % of Appropriations	369.1%	455.4%	275.3%

PUBLIC LIBRARY COMMISSION FUND - 611	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$68	\$6	\$10
Total Revenues and Other Financing Sources	\$68	\$6	\$10
Expenditures			
Supplies & Materials	\$0	\$0	\$10
Total Appropriations	\$0	\$0	\$10
Change in Fund Balance (Revenues - Appropriations)	\$68	\$6	\$0
Beginning Fund Balance July 1	\$5,002	\$5,070	\$5,076
Ending Fund Balance June 30	\$5,070	\$5,076	\$5,076
Ending Fund Balance as a % of Appropriations	NA	NA	50760.0%

BAYS MOUNTAIN COMMISSION FUND - 612	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Donations	\$22,538	\$0	\$300
Investments	\$3,461	\$297	\$15,000
Fund Balance Appropriation	\$0	\$0	\$41,200
Total Revenues and Other Financing Sources	\$25,999	\$297	\$56,500
Expenditures			
Maintenance	\$14,778	\$5,587	\$46,000
Capital Outlay	\$23,308	\$0	\$10,500
Other Financing Uses			
Transfers Out - To General Project Fund	\$0	\$36,000	\$0
Total Appropriations	\$38,086	\$5,587	\$56,500
Change in Fund Balance (Revenues - Appropriations)	(\$12,087)	(\$5,290)	\$0
Beginning Fund Balance July 1	\$234,344	\$222,257	\$175,767
Ending Fund Balance June 30	\$222,257	\$216,967	\$175,767
Ending Fund Balance as a % of Appropriations	583.6%	3883.4%	311.1%

SENIOR CITIZENS ADVISORY BOARD FUND - 612	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Charges for Services	\$118,037	\$11,237	\$283,200
Investment Earnings	\$2,946	\$293	\$400
Contributions & Donations	\$52,150	\$11,304	\$55,400
Total Revenues and Other Financing Sources	\$173,133	\$22,834	\$339,000
Expenditures			
Contractual	\$159,913	\$8,728	\$304,200
Supplies & Services	\$34,893	\$625	\$34,500
Other Expenses	\$0	\$0	\$300
Total Appropriations	\$194,806	\$9,353	\$339,000
Change in Fund Balance (Revenues - Appropriations)	(\$21,673)	\$13,481	\$0
Beginning Fund Balance July 1	\$247,140	\$225,467	\$238,948
Ending Fund Balance June 30	\$225,467	\$238,948	\$238,948
Ending Fund Balance as a % of Appropriations	115.7%	2554.8%	70.5%

PALMER CENTER TRUST FUND - 617	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$1,088	\$98	\$100
Total Revenues and Other Financing Sources	\$1,088	\$98	\$100
Expenditures			
Donations & Grants	\$0	\$0	\$100
Total Appropriations	\$0	\$0	\$100
Change in Fund Balance (Revenues - Appropriations)	\$1,088	\$98	\$0
Beginning Fund Balance July 1	\$68,857	\$69,945	\$70,043
Ending Fund Balance June 30	\$69,945	\$70,043	\$70,043
Ending Fund Balance as a % of Appropriations	NA	NA	70043.0%

ALLANDALE TRUST FUND - 620	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$5,047	\$3,388	\$2,500
Fund Balance Appropriation	\$0	\$0	\$15,000
Total Revenues and Other Financing Sources	\$5,047	\$3,388	\$17,500
Expenditures			
Operations	\$0	\$0	\$10,500
Capital Outlay	\$0	\$0	\$7,000
Total Appropriations	\$0	\$0	\$17,500
Change in Fund Balance (Revenues - Appropriations)	\$5,047	\$3,388	\$0
Beginning Fund Balance July 1	\$207,164	\$212,211	\$215,599
Ending Fund Balance June 30	\$212,211	\$215,599	\$200,599
Ending Fund Balance as a % of Appropriations	NA	NA	1146.3%

STEADMAN CEMETERY TRUST FUND - 621	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$129	\$10	\$2,550
Total Revenues and Other Financing Sources	\$129	\$10	\$2,550
Expenditures			
Operations	\$930	\$540	\$2,550
Total Appropriations	\$930	\$540	\$2,550
Change in Fund Balance (Revenues - Appropriations)	-\$801	-\$530	\$0
Beginning Fund Balance July 1	\$8,419	\$7,618	\$7,088
Ending Fund Balance June 30	\$7,618	\$7,088	\$7,088
Ending Fund Balance as a % of Appropriations	819.1%	1312.6%	278.0%

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. At the end of the fiscal year 2021, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2021
General Fund - 110	\$18,339,967
State Street Aid Fund - 121	\$4,643
Criminal Forfeiture Fund - 126	\$259,043
Drug Fund - 127	\$436,749
Regional Sales Tax Fund - 130	\$468,207
Visitors Enhancement Fund - 135	\$34,240
Library Governing Board Fund - 137	\$43,362
General Purpose School Fund - 141	\$8,979,327
School Nutrition Fund - 147	\$2,776,144
Debt Service Fund - 211	\$597,060
Solid Waste Fund - 415	\$1,481,584
Stormwater Fund - 417	\$3,610,285
Aquatic Center Fund - 419	\$1,573,989
Meadowview Conference Center Fund - 420	\$470,449
Cattails Golf Course Fund - 421	\$3,052,293
Fleet Maintenance Fund - 511	\$14,874,212
Risk Management Fund - 615	\$3,526,427
Health Insurance Fund - 625	\$3,343,018
Retiree's Health Insurance Fund - 626	\$2,818,891
Library Commission Fund - 611	\$5,076
Bays Mountain Commission Fund - 612	\$216,967
Senior Center Advisory Board Fund - 616	\$238,948
Palmer Center Trust Fund - 617	\$70,043
Allandale Fund - 620	\$215,599
Steadman Cemetery Trust Fund - 621	\$7,088

Section V. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2021	FY 2022 Principal Payment	FY 2022 Interest Payment
Bonds -Payable Through General Fund				
General Obligation Series 2011	\$10,742,778	\$559,104	\$559,104	\$16,771
General Obligation Public Improvement Series 2012C	\$4,790,338	\$358,890	\$358,890	\$10,767
General Obligation Refunding Series 2013	\$12,177,052	\$5,410,924	\$830,928	\$162,538
General Obligation Refunding Series 2013B	\$13,406,846	\$9,651,857	\$616,491	\$408,160
General Obligation Refunding Series 2014A	\$13,233,893	\$10,710,930	\$580,917	\$390,720
General Obligation Refunding Series 2015 (Feb)	\$17,695,000	\$14,920,000	\$1,145,000	\$556,600
General Obligation Refunding Series 2015A	\$15,105,000	\$5,081,837	\$853,194	\$162,747
General Obligation Refunding Series 2016A	\$16,580,000	\$5,746,246	\$626,863	\$198,507
General Obligation Refunding Series 2016B	\$13,360,000	\$3,842,349	\$384,073	\$131,265
General Obligation Refunding Series 2016 (Nov)	\$7,821,325	\$6,580,398	\$342,767	\$228,536
General Obligation Refunding Series 2017A	\$14,855,000	\$13,009,138	\$618,070	\$412,364
General Obligation Refunding Series 2018A	\$7,040,000	\$6,460,000	\$315,000	\$237,700
General Obligation Series 2019 Refunding (09 BABS)	\$14,100,000	\$6,770,569	\$630,490	\$338,528
General Obligation Series 2019 (Nov))	\$18,615,000	\$8,719,919	\$382,767	\$321,680
General Obligation Series 2020 Refunding 11 & 12C	\$14,925,000	\$9,210,628	\$68,181	\$166,520
Bonds -Payable Through Aquatic Center Fund				
General Obligation Series 2011	\$160,000	\$8,327	\$8,327	\$250
General Obligation Public Improvement Series 2012A	\$3,110,000	\$2,090,000	\$165,000	\$61,756
General Obligation Refunding Series 2013A (Lazy River)	\$1,310,000	\$950,000	\$60,000	\$35,613
General Obligation Refunding Series 2016B	\$9,029,862	\$8,012,651	\$800,927	\$273,735
General Obligation Refunding Series 2017A	\$164,712	\$145,862	\$6,930	\$4,624
General Obligation Refunding Series 2018C	\$2,360,000	\$2,170,000	\$100,000	\$68,469
General Obligation Series 2019 Refunding (09 BABS)	\$307,214	\$271,473	\$25,280	\$13,574
General Obligation Series 2020 Refunding 11 & 12C	\$103,584	\$103,134	\$763	\$1,865
Bonds -Payable Through Meadowview Fund				
General Obligation Refunding Series 2016A	\$9,221,016	\$7,647,102	\$834,229	\$264,173
General Obligation Refunding Series 2016 (Nov)	\$3,266,427	\$2,748,177	\$143,150	\$95,444
General Obligation Series 2019 Refunding (09 BABS)	\$542,374	\$497,753	\$46,352	\$24,888
General Obligation Series 2019 (Nov))	\$324,543	\$317,744	\$13,948	\$11,722
Bonds -Payable Through Cattails Golf Course Fund				
General Obligation Public Improvement Series 2012C	\$431,894	\$27,288	\$27,288	\$819
General Obligation Series 2019 (Nov))	\$231,817	\$226,960	\$9,963	\$8,373
General Obligation Series 2020 Refunding 11 & 12C	\$334,626	\$333,169	\$2,466	\$6,023

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2021	FY 2022 Principal Payment	FY 2022 Interest Payment
Bonds -Payable Through Solid Waste Fund				
General Obligation Public Improvement Series 2012C	\$1,141,983	\$158,342	\$158,342	\$4,747
General Obligation Refunding Series 2013	\$132,948	\$59,076	\$9,072	\$1,775
General Obligation Refunding Series 2013B	\$289,856	\$208,673	\$13,329	\$8,824
General Obligation Refunding Series 2014A	\$2,371,107	\$1,919,070	\$104,082	\$70,005
General Obligation Series 2019 Refunding (09 BABS)	\$161,953	\$148,629	\$13,841	\$7,432
Bonds -Payable Through Storm Water Fund				
General Obligation Series 2011	\$395,414	\$20,579	\$20,579	\$617
General Obligation Refunding Series 2016A	\$430,059	\$356,653	\$38,908	\$12,321
General Obligation Series 2019 Refunding (09 BABS)	\$323,907	\$297,259	\$27,681	\$14,863
General Obligation Series 2020 Refunding 11 & 12C	\$255,992	\$254,878	\$1,887	\$4,608
Notes				
HUD 108-Paid Through CDBG Project Fund	\$856,000	\$426,000	\$43,000	\$16,812
School EESI Series 2010-Paid Through General Purpose School Fund	\$5,045,078	\$1,447,152	\$430,374	\$9,378
Notes - Payable Through General Fund				
09 QSCB	\$1,240,000	\$395,334	\$77,374	\$18,786
2020 Capital Outlay Notes	\$2,000,000	\$2,000,000	\$166,667	\$38,142
Capital Leases				
No Capital Leases				

Section VI. During the coming fiscal year (FY 2021-2022) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Future Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Public Works - Streets Resurfacing	\$2,409,450	\$2,409,450	\$0
Public Works - Sidewalk Improvements	\$255,000	\$255,000	\$0
Public Works - Enhanced Landscaping Maintenance	\$225,000	\$225,000	\$0
Public Works - Pavement Assessment	\$205,000	\$205,000	\$0

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Schools - Facility Upgrades	\$6,000,000	\$0	\$6,000,000
Parks - Bike Park & Lighting	\$1,400,000	\$0	\$1,400,000
Parks - Bays Mtn Amphitheater	\$950,000	\$0	\$950,000
Police - Justice Center Improvements (Design)	\$400,000	\$0	\$400,000
Parks - Bays Mtn Park Exhibits	\$375,000	\$0	\$375,000
Economic Development - TCAT Facility Improvements	\$300,000	\$0	\$300,000
Public Works - Convenient Ctrs	\$300,000	\$0	\$300,000
Fire - Fire Station #2	\$275,000	\$0	\$275,000
Meadowview - Roof Replacement	\$900,000	\$0	\$900,000
Public Works - Sullivan Street Repaving	\$0	\$500,000	\$500,000
Public Works - Local Road Design	\$0	\$450,000	\$450,000
Facility Maintenance - Improvements	\$0	\$305,000	\$305,000
Fire - Facilities Improvements	\$0	\$300,000	\$300,000
Parks - Allandale Paving, Landscaping, Fencing, Cameras	\$0	\$285,000	\$285,000
Public Works - Radio Replacements	\$0	\$250,000	\$250,000
Public Works - Parks ADA	\$0	\$250,000	\$250,000
Senior Center - Atrium, Cameras, Exercise Equip.	\$0	\$225,000	\$225,000
Parks - Cement Hill (Landuse plan, vegetation mgmt)	\$0	\$185,000	\$185,000
IT - Software & Equipment	\$0	\$140,000	\$140,000
Parks - Bays Mtn Nature Ctr Balcony Rehab	\$0	\$125,000	\$125,000
Public Works - Broadband Study, Stimulus Analysis, AV Study	\$0	\$100,000	\$100,000
Traffic - Signals/Poles	\$0	\$75,000	\$75,000
Code Enforcement - Dilapidated Structures	\$0	\$75,000	\$75,000
Parks - Gyms, Cameras, Equipment	\$0	\$60,000	\$60,000

Section VII. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

Section VIII. 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 IX. 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 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 X. That the Tennessee Consolidated Retirement System Rate will be approved at 20.24% for current employees only and the employees under the bridge will be 23.74%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section XI. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

Section XII. That the tax rate will be set at the state certified rate for Sullivan County inside city residents and for Hawkins County inside city residents upon receiving the final reappraisal data and final equalization rate for the FY 2021-2022 Budget (tax year 2021).

Section XIII. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section XIV. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XV. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

Section XVI. The General Fund Capital Improvements Plan (FY22-26) is hereby approved.

Section XVII. A 2% COLA is applicable to all employees effective July 1, 2021.

Section XVIII. This ordinance shall take effect July 1, 2021, the welfare of the City of Kingsport requiring it.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2021-2022 Water Fund Budget

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

Action Form No.: AF-174-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: R. McReynolds

Recommendation:

Approve the Ordinance

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 10, 2021 budget work session. As required by charter, it was published in the Times News on May 25, 2021.

This ordinance establishes a 5% rate increases for customers inside the city or outside the city beginning on July 1, 2021

The Water Fund budget for FY 2021-2022 is \$15,248,600.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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, 2021 and ending June 30, 2022 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 FY 2021-2022 Water Fund Budget are \$15,248,600, less inter-fund transfers of \$3,076,960, establishing a net Water Budget of \$12,171,640. These revenues are hereby appropriated.

The estimated expenditures for the FY 2021-2022 Water Fund Budget are \$15,248,600, less inter-fund transfers of \$3,076,960, establishing a net Water Budget of \$12,171,640. These expenditures are hereby appropriated.

Estimated Water Fund Revenues and Appropriations for the Fiscal Period July 1,
2021- June 30, 2022

WATER FUND - 411	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Operating Revenues			
Water Sales	\$13,246,801	\$13,644,100	\$14,166,700
Tap Fees	\$201,180	\$243,800	\$225,000
Miscellaneous Other Fees	\$772,144	\$0	\$736,400
Fund Balance Appropriation (One-Time Capital)	\$669,987	\$1,600,000	\$0
Total Operating Revenues	\$14,890,112	\$15,487,900	\$15,128,100
Non-Operating Revenues (Expenses)			
Revenue: Investment Income	\$299,385	\$125,795	\$120,000
Grants - Operating	\$0	\$0	\$0
Other Income	\$10,554	\$1,153	\$500
Other Financing Sources			
Transfers In - From Other Funds	\$181,772	\$169,000	\$189,000
Total Revenues and Other Financing Sources	\$15,200,051	\$15,614,848	\$15,248,600
Operating Expenses			
Water Department	\$7,189,240	\$5,727,897	\$6,413,940
Other	\$337,806	\$120,367	\$234,700
Depreciation	\$3,423,822	\$0	\$0
Total Operating Expenses	\$10,950,868	\$5,848,264	\$6,648,640
Capital Expenses			
Debt Service (Principal & Interest)	\$0	\$3,771,828	\$4,333,000
To Capital Projects	\$725,843	\$1,684,903	\$1,220,000
Total Expenses	\$11,676,711	\$11,304,995	\$12,201,640
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$1,313,222	\$1,508,400	\$1,425,960
Transfers Out - To General Fund (PILOT)	\$653,000	\$653,000	\$653,000
Transfers Out - To General Fund (Admin)	\$985,844	\$968,000	\$968,000
Total Appropriations	\$14,628,777	\$14,434,395	\$15,248,600
Change in Fund Balance (Revenues - Appropriations)	\$571,274	\$1,180,453	\$0
Beginning Fund Balance July 1	\$15,284,671	\$15,855,945	\$17,036,398
Ending Fund Balance June 30	\$15,855,945	\$17,036,398	\$17,036,398
Ending Fund Balance as a % of Appropriations	108.4%	118.0%	111.7%

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. At the end of the fiscal year 2021, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2021
Water Fund - 411	\$17,036,398

Section V. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2021	FY 2022 Principal Payment	FY 2022 Interest Payment
Bonds -Payable Through Water Fund				
Tennessee Municipal Bond Fund (TMBF) - 2008	\$9,698,196	\$3,493,196	\$655,000	\$174,660
General Obligation Series 2011	\$2,430,991	\$126,520	\$126,520	\$3,795
General Obligation Public Improvement Series 2012C	\$1,181,362	\$62,267	\$62,267	\$1,869
General Obligation Refunding Series 2013	\$3,025,000	\$60,000	\$10,000	\$1,813
General Obligation Refunding Series 2013B	\$4,262,308	\$3,068,521	\$195,995	\$129,762
General Obligation Refunding Series 2014B	\$2,717,899	\$2,124,636	\$125,666	\$58,610
General Obligation Refunding Series 2015A	\$2,226,420	\$1,404,686	\$235,834	\$44,985
General Obligation Refunding Series 2016 (Nov)	\$3,294,425	\$2,771,733	\$144,377	\$96,262
General Obligation Refunding Series 2017B	\$1,167,095	\$1,029,637	\$48,759	\$32,633
General Obligation Refunding Series 2018B	\$3,966,023	\$3,680,319	\$154,130	\$133,388
General Obligation Series 2019 Refunding (09 BABS)	\$2,159,378	\$1,981,726	\$184,543	\$99,086
General Obligation Series 2019 (Nov))	\$5,730,509	\$5,610,449	\$246,275	\$206,971
General Obligation Series 2020 Refunding 11 & 12C	\$2,337,395	\$2,327,215	\$17,227	\$42,074
Loan - Payable Through Water Fund				
DWF 2014-140	\$13,235,098	\$11,322,637	\$609,900	\$196,584
No Notes				
No Capital Leases				

Section VI. During the coming fiscal year (FY 2021-2022) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Water - High Service Pump Station	\$7,000,000	\$0	\$7,000,000
Water - Master Plan Water Upgrades	\$1,500,000	\$0	\$1,500,000
Water - Meter Replacements	\$1,300,000	\$0	\$1,300,000

Proposed Future Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Water - Line Improvements	\$867,000	\$867,000	\$0
Water - Pump Station Improvements	\$153,000	\$153,000	\$0
Water - Plant Facility Improvements	\$100,000	\$100,000	\$0
Water - Equipment Purchases	\$100,000	\$100,000	\$0

Section VII. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

Section VIII. 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 IX. 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 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 X. That the Tennessee Consolidated Retirement System Rate will be approved at 20.24% for current employees only and the employees under the bridge will be 23.74%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section XI. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

Section XII. The water usage rates will be increased by 5% for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2021. .

Section XIII. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section XIV. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XV. The Water Fund Capital Improvements Plan (FY22-26) is hereby approved.

Section XVI. A 2% COLA is applicable to all employees effective July 1, 2021.

Section XVII. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

Section XVIII. This ordinance shall take effect July 1, 2021, the welfare of the City of Kingsport requiring it.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 21-22 Sewer Fund Budget

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

Action Form No.: AF-175-2021
Work Session: June 1, 2021
First Reading: June 1, 2021

Final Adoption: June 15, 2021
Staff Work By: Morris
Presentation By: McReynolds

Recommendation:

Approve the Ordinance

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 10, 2021 budget work session. As required by charter, it was published in the Times News on May 25, 2021.

This ordinance establishes a 5% rate increases for customers inside the city or outside the city beginning on July 1, 2021.

The Sewer Fund budget for FY 2021-2022 is \$15,553,100.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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, 2021 and ending June 30, 2022 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 FY 2021-2022 Sewer Fund Budget are \$15,553,100, less inter-fund transfers of \$2,782,970, establishing a net Sewer Budget of \$12,770,130. These revenues are hereby appropriated.

The estimated expenditures for the FY 2021-2022 Sewer Fund Budget are \$15,553,100, less inter-fund transfers of \$2,782,970, establishing a net Sewer Budget of \$12,770,130. These expenditures are hereby appropriated.

Estimated Sewer Fund Revenues and Appropriations for the Fiscal Period July 1, 2021- June 30, 2022

SEWER FUND - 412	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Operating Revenues			
Sewer Charges	\$14,162,871	\$14,855,106	\$15,015,000
Tap Fees	\$251,411	\$274,740	\$250,000
Miscellaneous Other Fees	\$234,449	\$135,700	\$197,900
Fund Balance Appropriation (One-Time Capital)	\$639,874	\$660,000	\$0
Total Operating Revenues	\$15,288,605	\$15,925,546	\$15,462,900
Non-Operating Revenues (Expenses)			
Revenue: Investment Income	\$384,293	\$78,500	\$90,200
Grants - Operating	\$0	\$0	\$0
Other Income	\$4,804	\$0	\$0
Total Revenues and Other Financing Sources	\$15,677,702	\$16,004,046	\$15,553,100
Operating Expenses			
Sewer Department	\$6,982,548	\$6,459,996	\$6,384,230
Depreciation	\$5,512,404	\$0	\$0
Total Operating Expenses	\$12,494,952	\$6,459,996	\$6,384,230
Capital Expenses			
Debt Service (Principal & Interest)	\$0	\$5,816,580	\$5,725,900
To Capital Projects	\$681,037	\$695,428	\$660,000
Total Expenses	\$13,175,989	\$12,972,004	\$12,770,130
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$1,123,824	\$1,256,600	\$1,175,970
Transfers Out - To General Fund (PILOT)	\$838,000	\$838,000	\$838,000
Transfers Out - To General Fund (Admin)	\$766,283	\$805,400	\$769,000
Total Appropriations	\$15,904,096	\$15,872,004	\$15,553,100
Change in Fund Balance (Revenues - Appropriations)	(\$226,394)	\$132,042	\$0
Beginning Fund Balance July 1	\$19,573,314	\$19,346,920	\$19,478,962
Ending Fund Balance June 30	\$19,346,920	\$19,478,962	\$19,478,962
Ending Fund Balance as a % of Appropriations	121.6%	122.7%	125.2%

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. At the end of the fiscal year 2021, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2021
Sewer Fund - 412	\$19,478,962

Section V. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2021	FY 2022 Principal Payment	FY 2022 Interest Payment
Bonds -Payable Through Sewer Fund				
General Obligation Series 2011	\$2,410,816	\$125,470	\$125,470	\$3,764
General Obligation Public Improvement Series 2012C	\$1,673,596	\$88,211	\$88,211	\$2,648
General Obligation Refunding Series 2013	\$27,760,000	\$12,090,000	\$1,085,000	\$360,081
General Obligation Refunding Series 2013B	\$9,550,991	\$6,875,949	\$439,186	\$290,771
General Obligation Refunding Series 2014B	\$6,582,101	\$5,145,364	\$304,334	\$141,940
General Obligation Refunding Series 2015A	\$4,823,895	\$3,043,477	\$510,972	\$97,468
General Obligation Refunding Series 2016 (Nov)	\$6,952,823	\$5,849,692	\$304,705	\$203,159
General Obligation Refunding Series 2017B	\$10,082,905	\$8,895,363	\$421,241	\$281,929
General Obligation Refunding Series 2018B	\$1,308,977	\$1,214,681	\$50,870	\$44,024
General Obligation Series 2019 Refunding (09 BABS)	\$3,239,067	\$2,972,591	\$276,814	\$148,630
General Obligation Series 2019 (Nov))	\$3,421,614	\$3,349,928	\$147,048	\$123,580
General Obligation Series 2020 Refunding 11 & 12C	\$2,642,486	\$2,630,979	\$19,476	\$47,566
No Loans				
No Notes				
No Capital Leases				

Section VI. During the coming fiscal year (FY 2021-2022) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Sewer - Miscellaneous I&I Rehab	\$3,000,000	\$0	\$3,000,000
Sewer - System Improvements SLS	\$2,300,000	\$0	\$2,300,000
Sewer - Reedy Creek Trunk Sewer	\$1,000,000	\$0	\$1,000,000
Sewer - WWTP Electrical Improvements	\$600,000	\$0	\$600,000

Proposed Future Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Sewer - Pump Station Improvements	\$255,000	\$255,000	\$0
Sewer - Line Improvements	\$255,000	\$255,000	\$0
Sewer - Maintenance Facility Improvements	\$100,000	\$100,000	\$0

Section VII. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

Section VIII. 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 IX. 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 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 X. That the Tennessee Consolidated Retirement System Rate will be approved at 20.24% for current employees only and the employees under the bridge will be 23.74%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section XI. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

Section XII. The sewer usage rates will be increased by 5% for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2021. .

Section XIII. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until

such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section XIV. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XV. The Water Fund Capital Improvements Plan (FY22-26) is hereby approved.

Section XVI. A 2% COLA is applicable to all employees effective July 1, 2021.

Section XVII. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

Section XVIII. This ordinance shall take effect July 1, 2021, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Amend the FY 2021 the General Purpose School Fund and the General Project Fund Budgets.

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

Action Form No.: AF-170-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: **June 15, 2021**
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance

Executive Summary:

The Board of Education approved fiscal year 2021 budget amendment number four at their meeting on May 11, 2021. This amendment increases the General Purpose School Fund budget by \$1,257,730. There are grants being received for the Summer Learning program (\$849,494) and for Student Enrichment (\$6,600). There are donations being received of \$1,636. There is also a Fund Balance appropriation of \$400,000 to fund architect fees for Dobyns-Bennett renovations. This amendment also amends the General Project Fund - Dobyns-Bennett Renovation budget by \$400,000. These funds will be used to fund architect fees for re-roofing and pool renovations.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY 2021

Funding source appropriate and funds are available: *JM*

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

20

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING
JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other State Education Funds by \$849,494; the estimated revenue for Other State Grants by \$6,600; the estimated revenue for Other Local Revenue by \$1,636 and the estimated revenue for Unreserved Fund Balance Appropriations by \$400,000. The expenditure budget will be amended by increasing the appropriations for Summer Learning Program Salaries and Benefits by \$819,669; the appropriation for Summer Learning Program Instructional Supplies & Materials by \$29,825; the appropriation for Kennedy-Instructional Equipment by \$2,000; the appropriation for Curriculum & Instruction-Instructional Supplies by \$48,000; the appropriation for Principals Office-Other Charges by \$6,600; the appropriation for Dobyns-Bennett-Non-Instructional Equipment by \$2,000; the appropriation for Cora Cox-Non-Instructional Equipment by \$1,636; the appropriation for Fund Transfers by \$400,000 and by decreasing the appropriation for Staff Development-Staff Development by \$50,000; the appropriation for Kennedy-Principal Travel by \$2,000. The General Project Fund Budget will be amended by increasing the estimated revenue for the Dobyns-Bennett Renovation project (GP2111) – Transfers from School Fund by \$400,000 and by increasing the appropriations for Architect Fees by \$400,000.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-338-6590 Other State Education Funds	0	849,494	849,494
141-0000-338-6980 Other State Grants	0	6,600	6,600
141-0000-369-4990 Other Local Revenue	639,742	1,636	641,378
141-0000-392-0100 Fund Balance Appropriations	1,246,656	400,000	1,646,656
<i>Totals</i>	1,886,398	1,257,730	3,144,128

<u>Expenditures:</u>	\$	\$	\$
141-7150-711-0116 Reg Ed – Teacher Salaries	664,400	489,375	1,153,775
141-7150-711-0163 Reg Ed – Inst Assistants	0	148,800	148,800
141-7150-711-0201 Reg Ed – Social Security	57,900	39,571	97,471
141-7150-711-0204 Reg Ed – State Retirement	94,800	62,305	157,105
141-7150-711-0211 Red Ed – Local Retirement	0	4,284	4,284
141-7150-711-0212 Reg Ed – Medicare	13,600	9,256	22,856
141-7150-711-0429 Reg Ed – Inst Supplies	0	29,825	29,825
141-7150-711-0599 Reg Ed – Other Charges	0	2,555	2,555
141-7250-772-0131 Health Ser – Medical Per.	122,900	27,000	149,900
141-7250-772-0201 Health Ser – Social Security	7,200	1,674	8,874
141-7250-772-0204 Health Ser – State Retirement	9,900	2,773	12,673
141-7250-772-0212 Health Ser – Medicare	1,700	392	2,092

141-7250-772-0599	Health Ser – Other Charges	3,000	108	3,108
141-7250-773-0123	Other Std Sup – Counselors	0	6,750	6,750
141-7250-773-0201	Other Std Sup – Social Sec	8,200	418	8,618
141-7250-773-0204	Other Std Sup – St Retiremnt	11,800	693	12,493
141-7250-772-0212	Other Std Sup – Medicare	2,000	98	2,098
141-7250-772-0599	Other Std Sup – Other Chrgs	13,656	27	13,683
141-7250-801-0104	Principals – Principals Salary	0	12,000	12,000
141-7250-801-0162	Principals – Clerical Per	0	7,950	7,950
141-7250-801-0201	Principals – Social Security	0	1,237	1,237
141-7250-801-0204	Principals – State Retire	0	2,033	2,033
141-7250-801-0212	Principals – Medicare	0	290	290
141-7250-801-0599	Principals – Other Charges	0	80	80
141-7130-711-0722	Kennedy – Inst Equipment	5,655	2,000	7,655
141-7154-711-0429	C & I – Inst Supplies	182,550	48,000	230,550
141-7252-781-0457	Staff Dev – Staff Developmnt	55,000	(50,000)	5,000
141-7215-801-0599	Jackson-Principal Other Chg	0	1,600	1,600
141-7216-801-0599	Roosevelt-Principal Othr Chg	0	1,600	1,600
141-7220-801-0599	Jefferson-Principal Other Chg	0	1,600	1,600
141-7225-801-0599	Johnson-Principal Other Chg	0	1,800	1,800
141-7230-801-0355	Kennedy-Principal Travel	2,000	(2,000)	0
141-7600-871-0790	DB – Non-Inst Equipment	109,003	2,000	111,003
141-7247-871-0790	Cora Cox – Non-Inst Equip.	2,000	1,636	3,636
141-7950-881-0590	Transfers to Other Funds	573,828	400,000	973,828
Totals		1,941,092	1,257,730	3,198,822

Fund 311: General Project Fund
Dobyns-Bennett Renovation Project (GP2111)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfers from School Fund	41,870	400,000	441,870
Total:	41,870	400,000	441,870

<u>Expenditures:</u>			
311,0000-601-2023 Architect Fees	41,870	400,000	441,870
Total:	41,870	400,000	441,870

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.

PATRICK W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

April 13, 2021

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2020-2021
BUDGET AMENDMENT NUMBER FOUR

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: TENNESSEE ARTS COMMISSION GRANTS

Four KCS elementary schools (Jackson, Jefferson, Johnson, and Roosevelt) have applied for and received Tennessee Arts Commission grants. The grants will fund ticket subsidies for Barter Theatre. It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$6,600.

ITEM TWO: DOBYNS-BENNETT RENOVATION FUNDS

In order to enter into an agreement with Thompson & Litton Architects for design work associated with the Dobyns-Bennett roof and the pool HVAC and dehumidification system, funding need to be put into place. While most, if not all of this work will be funded with ESSER funds when those funds become available it is necessary to fund the initial design work with local funds. It is recommended that the estimated revenue for Unreserved Fund Balance Appropriations and the appropriation for Fund Transfers be increased by \$400,000.

ITEM THREE: CORA COX DONATIONS

Cora Cox has received donations of \$1,636. These donations have been received from Food City (\$636) and Madelyn and Stewart Baggett (\$1,000). The Cora Cox administration has requested that these funds be used to towards the purchase a used van to replace the van that is currently being used. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Cora Cox Capital Outlay in increased by \$1,636.

ITEM FOUR: LEARNING CAMPS

The State has allocated \$849,494 for Learning Camps. This consist of sub-grants for Summer Learning (\$500,336), Bridge Camp (206,205), and STREAM (\$142,953). These funds will be spent on personnel costs for our summer program. It is recommended that the estimated revenue for Other State Education grants and the appropriations for various salary and benefit accounts in increased by \$849,494.

ITEM FIVE: MISCELLANEOUS TRANSFERS

- Kennedy - Kennedy Elementary has requested to transfer \$2,000 of their Principal Travel funds to their Instructional Equipment account.
- Curriculum & Instruction – The Curriculum & Instruction department has requested to transfer \$2,000 of their STREAM Instructional Supply funds to the Dobyns-Bennett Capital Outlay account for the purchase of microphones. In addition, they have requested to transfer \$50,000 from their Staff Development account to their Instructional Supply

account for summer school supplies.

SCHOOL SPECIAL PROJECTS FUND

The School Special Projects Fund was previously amended for a budget total of \$1,246,725. There has been one additional grant received from United Way. This is a United We Read – Technology grant. The purpose of this grant is to purchase wireless internet access for students. It is recommended that the estimated revenue for Other Local Revenues and the appropriations for Technology Capital Outlay be increased by \$8,000. The revised School Special Projects budget will be \$1,254,725.

CAPITAL PROJECTS FUND

Dobyns-Bennett Renovations – GP2112

This project currently has a budget of \$41,870. It is recommended that this budget be amended by \$400,000 by increasing the estimated revenue for Transfers from School fund and by increasing the appropriation for Architect Fees by \$400,000. This will fund the design for roof replacement and pool HVAC and dehumidification upgrades.



AGENDA ACTION FORM

Amend the FY 2021 School Special Projects Fund Budget

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

Action Form No.: AF-171-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance

Executive Summary:

On May 11, 2021, the Board of Education approved an amendment to the FY 2020-2021 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,246,275 as previously amended. There has been one new grant received from United Way for Technology. The amount is \$8,000. This makes the amended total \$1,254,725.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY 2021

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *20*

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

ORDINANCE NO. ****

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2021 SCHOOL SPECIAL
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2021 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
CSH021 Coordinated School Health	105,050	0	105,050
FRC021 Family Resource Center	61,612	0	61,612
HAG021 Homeless Assistance	65,000	0	65,000
KTIP21 Kingsport Truancy Intervention	53,720	0	53,720
LIFE21 Niswonger Rural Life 21 Grant	101,179	0	101,179
MMT021 Mentors Matter	33,440	0	33,440
PK5121 Pre-K Expansion Grant System-Wide	592,716	0	592,716
PL1021 Project Lead the Way Grant-Sevier	10,000	0	10,000
SSA021 Safe Schools Act	125,460	0	125,460
UWRT21 United We Read Technology Grant	0	8,000	8,000
Transfer from General School Fund	98,368	0	98,368
<i>Totals:</i>	1,246,725	8,000	1,254,725
<u>Expenditures:</u>	\$	\$	\$
Instruction	598,166	0	598,166
Support Services	648,599	8,000	656,599
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<i>Totals:</i>	1,246,275	8,000	1,254,725

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

ATTEST:

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

Angela Marshall, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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

April 13, 2021

**KINGSPORT CITY SCHOOLS
FISCAL YEAR 2020-2021
BUDGET AMENDMENT NUMBER FOUR**

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: TENNESSEE ARTS COMMISSION GRANTS

Four KCS elementary schools (Jackson, Jefferson, Johnson, and Roosevelt) have applied for and received Tennessee Arts Commission grants. The grants will fund ticket subsidies for Barter Theatre. It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$6,600.

ITEM TWO: DOBYNS-BENNETT RENOVATION FUNDS

In order to enter into an agreement with Thompson & Litton Architects for design work associated with the Dobyns-Bennett roof and the pool HVAC and dehumidification system, funding need to be put into place. While most, if not all of this work will be funded with ESSER funds when those funds become available it is necessary to fund the initial design work with local funds. It is recommended that the estimated revenue for Unreserved Fund Balance Appropriations and the appropriation for Fund Transfers be increased by \$400,000.

ITEM THREE: CORA COX DONATIONS

Cora Cox has received donations of \$1,636. These donations have been received from Food City (\$636) and Madelyn and Stewart Baggett (\$1,000). The Cora Cox administration has requested that these funds be used to towards the purchase a used van to replace the van that is currently being used. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Cora Cox Capital Outlay in increased by \$1,636.

ITEM FOUR: LEARNING CAMPS

The State has allocated \$849,494 for Learning Camps. This consist of sub-grants for Summer Learning (\$500,336), Bridge Camp (206,205), and STREAM (\$142,953). These funds will be spent on personnel costs for our summer program. It is recommended that the estimated revenue for Other State Education grants and the appropriations for various salary and benefit accounts in increased by \$849,494.

ITEM FIVE: MISCELLANEOUS TRANSFERS

- Kennedy - Kennedy Elementary has requested to transfer \$2,000 of their Principal Travel funds to their Instructional Equipment account.
- Curriculum & Instruction – The Curriculum & Instruction department has requested to transfer \$2,000 of their STREAM Instructional Supply funds to the Dobyns-Bennett Capital Outlay account for the purchase of microphones. In addition, they have requested to transfer \$50,000 from their Staff Development account to their Instructional Supply

account for summer school supplies.

SCHOOL SPEICAL PROJECTS FUND

The School Special Projects Fund was previously amended for a budget total of \$1,246,725. These has been one additional grant received from United Way. This is a United We Read – Technology grant. The purpose of this grant is to purchase wireless internet access for students. It is recommended that the estimated revenue for Other Local Revenues and the appropriations for Technology Capital Outlay be increased by \$8,000. The revised School Special Projects budget will be \$1,254,725.

CAPITAL PROJECTS FUND

Dobyns-Bennett Renovations – GP2112

This project currently has a budget of \$41,870. It is recommended that this budget be amended by \$400,000 by increasing the estimated revenue for Transfers from School fund and by increasing the appropriation for Architect Fees by \$400,000. This will fund the design for roof replacement and pool HVAC and dehumidification upgrades.



AGENDA ACTION FORM

Adopt the FY 2021-2022 Metropolitan Planning Project Grant Fund Budget

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

Action Form No.: AF-176-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
Staff Work By: Morris
Presentation By: C. McCartt

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. 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 FY 2021-2022 budget for the Metropolitan Planning Project Grant Fund is \$430,093.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

PRE-FILED
CITY RECORDER

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 \$430,093.

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	\$49,000	Personal Services	\$341,443
Federal FHWA TN	299,402	Contract Services	75,850
General Fund	67,713	Commodities	8,500
VDot-FHWA	9,259	Capital Outlay	4,050
V Dot-Sec 5303	4,719	Insurance	250
Total Revenues	\$430,093	Total Expenditures	\$430,093

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.

ATTEST:

PATRICK W. SHULL, Mayor

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 FY 2021-2022 Community Development Block Grant Fund Budget

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

Action Form No.: AF-177-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: C. McCartt

Recommendation:

Approve the 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. 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. The total FY 2021-2022 budget for the Community Development Block Grant Fund is \$446,397.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

PRE-FILED
CITY RECORDER

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, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSFORT, 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 \$446,397.

COMMUNITY DEVELOPMENT FUND

CD2201	CDBG Administration	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$87,983	
124-0000-603.10-10	Salaries		\$54,580
124-0000-603.10-20	Social Security		\$4,480
124-0000-603.10-30	Health Insurance		\$4,580
124-0000-603.10-43	Retirement		\$4,370
124-0000-603.10-50	Life Insurance		\$110
124-0000-603.10-52	Long Term Disability		\$100
124-0000-603.10-60	Workman's Compensation		\$50
124-0000-603.10-61	Unemployment Insurance		\$30
124-0000-603.20-10	Advertising and Publication		\$500
124-0000-603.20-21	Accounting/Auditing		\$1,200
124-0000-603.20-34	Telephone		\$1,500
124-0000-603.20-40	Travel		\$5,000
124-0000-603.20-43	Dues/Membership		\$2,000
124-0000-603.20-99			\$4,233
124-0000-603.30-10	Office Supplies		\$5,000
124-0000-603.30-11	Postage		\$250
Total CD2201 - CDBG Administration		\$87,983	\$87,983
CD2204	KAHR Program	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$171,914	
124-0000-603.10-10	Salaries		\$45,654
124-0000-603.40-23	Grants		\$126,260
Total CD2204 - KAHR Program		\$171,914	\$171,914
CD2205	Community Enrichment	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$66,500	
124-0000-603.40-23	Grants		\$66,500
Total CD2205 - Community Enrichment		\$66,500	\$66,500

CD2225	Code Enforcement	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$50,000	
124-0000-603.10-10	Salaries		\$50,000
	Total CD2225 - Code Enforcement	\$50,000	\$50,000

CD2235	HOPE VI – Section 108	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$70,000	
124-0000-603.40-23	Grants		\$70,000
	Total CD2235 - Code Enforcement	\$70,000	\$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.

ATTEST:

Angela Marshall, Deputy City Recorder

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Adopt the FY 21-22 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-178-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: McCartt, 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 on May 13, 2021. 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 FY 2021-2022 budget for the Schools Public Law 93-380 Grant Project Fund is \$22,403,109.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

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

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

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:

Public Law 93-380 Grant Project Fund - 142	
Revenues	Budget
Federal Grants	\$22,403,109
Total Revenues	\$22,403,109
Expenditures	Budget
Instruction	\$10,930,577
Support Services	\$3,049,118
Capital Outlay	\$8,000,000
To School Fund	\$85,506
To Risk Fund	\$12,071
To Consolidated Admin.	\$325,837
Total Expenditures	\$22,403,109

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, 2021, the public welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Budget Adjustment Ordinance for the Stormwater Project Fund in FY21

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

Action Form No.: AF-180-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

This ordinance closes twelve Stormwater projects, recapturing \$992,153 and redistributes those funds across six Stormwater projects; five of which are new. Stormwater projects are funded through Stormwater Funds during the annual budget process. This budget cleanup was done in lieu of creating new projects out of Stormwater Fund Balance for the FY 2021-2022 budget cycle.

New projects created are the Lochwood Dr Storm Upgrades project (ST2106), the Grove Dr Storm Upgrades project (ST2107), the Reservoir Rd Storm Upgrades project (ST2108), the Rosehaven Ct Storm Upgrades project (ST2109), and the Main St Storm Upgrades project (ST2110).

Projects being closed are: ST1707, ST1900, ST1901, ST1902, ST1903, ST2000, ST2001, ST2002, ST2004, ST2006, & ST2102.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *AM*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE STORMWATER PROJECT
FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND,
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Stormwater Project Fund be amended by transferring \$100,000 from the Town Park Lofts project (ST1707), \$49,780 from the Stormwater Infrastructure project (ST1900), \$48,563 from the Equipment Vehicle Purchase project (ST1901), \$9,575 from the Buffer Land Purchase/Agreement project (ST1902), \$4,600 from the Urban Forestry Initiative project (ST1903), \$86,895 from the Stormwater Infrastructure Improvements project (ST2000), \$243,972 from the Buffer Land Purchase/Agreement project (ST2001), \$47,710 from the Urban Forestry Initiative project (ST2002), \$30,000 from the Watershed Master Plan project (ST2003), \$111,938 from the Miscellaneous Storm Rehab project (ST2004), \$49,350 from the Watershed Improvements project (ST2006), \$100,000 from the Watershed Improvement project (ST2101) and \$109,770 from the Miscellaneous Storm Rehab project (ST2102) to the Stormwater Infrastructure Improvements project (ST2100) in the amount of \$22,153, to the Lochwood Dr Storm Upgrades project (ST2106) in the amount of \$200,000, to the Grove Dr Storm Upgrades project (ST2107) in the amount of \$150,000, the Reservoir Rd Storm Upgrades project (ST2108) in the amount of \$100,000, to the Rosehaven Ct Storm Upgrades project (ST2109) in the amount of \$120,000, and to the Main St Storm Upgrades project (ST2110) in the amount of \$400,000. Close ST1707, ST1900, ST1901, ST1902, ST1903, ST2000, ST2001, ST2002, ST2004, ST2006, & ST2102.

Account Number/Description:	Budget	Incr/<Decr>	New Budget
Stormwater Project Fund:457			
Town Park Lofts (ST1707)			
Revenues:	\$	\$	\$
457-0000-39195-00 Storm Water Fund	100,000	(100,000)	0
Totals:	100,000	(100,000)	0
Exeenditures:			
457-0000-622.90-03 Improvements	100,000	(100,000)	0
Totals:	100,000	(100,000)	0
Stormwater Infra lm (ST1900)			
Revenues:	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	134,000	{49,780}	84,220
Totals:	134,000	(49,780)	84,220
Ex enditures:			
457-0000-622.90-03 Improvements	134,000	(49,780)	84,220
Totals:	134,000	(49,780)	84,220

Equipment/Vehicle Purchase (ST1901)**Revenues:**

	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	90,000	(48,563)	41,437
Totals:	90,000	(48,563)	41,437

Exenditures:

	\$	\$	\$
457-0000-622.90-06 Purchases \$5,000 & Over	90,000	(48,563)	41,437
Totals:	90,000	(48,563)	41,437

Buffer Land Pur/Easement (ST1902)**Revenues:**

	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	10,000	(9,575)	425
Totals:	10,000	(9,575)	425

Exenditures:

	\$	\$	\$
457-0000-622.90-01 Land	10,000	(9,575)	425
Totals:	10,000	(9,575)	425

Urban Forest/Initiative (ST1903)**Revenues:**

	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	10,000	(4,600)	5,400
Totals:	10,000	(4,600)	5,400

Exenditures:

	\$	\$	\$
457-0000-622.90-03 Improvements	10,000	(4,600)	5,400
Totals:	10,000	(4,600)	5,400

Stormwater Infrastructure (ST2000)**Revenues:**

	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	200,000	(86,895)	113,105
Totals:	200,000	(86,895)	113,105

Exenditures:

	\$	\$	\$
457-0000-622.90-03 Improvements	200,000	(86,895)	113,105
Totals:	200,000	(86,895)	113,105

Buffer Land Purchase/Esmt (ST2001)**Revenues:**

	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	243,972	(243,972)	0
Totals:	243,972	(243,972)	0

Exenditures:

	\$	\$	\$
457-0000-622.90-01 Land	243,972	(243,972)	0
Totals:	243,972	(243,972)	0

Urban Forest Initiative {S12002}**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	\$	\$
	47,710	(47,710)	0
Totals:	47,710	(47,710)	0

ExQenditures:

457-0000-622.90-03 Improvements	\$	\$	\$
	47,710	(47,710)	0
Totals:	47,710	(47,710)	0

Watershed Master Plan {S12003}**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	\$	\$
	150,000	{30,000}	120,000
Totals:	150,000	(30,000)	120,000

ExQenditures:

457-0000-622.20-23 Arch/Eng/Landscaping Serv	\$	\$	\$
	150,000	(30,000)	120,000
Totals:	150,000	(30,000)	120,000

Misc Stormwater Rehab {S12004}**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	\$	\$
	118,059	{111,938}	6,121
Totals:	118,059	(111,938)	6,121

ExQenditures:

457-0000-622.90-03 Improvements	\$	\$	\$
	118,059	(111,938)	6,121
Totals:	118,059	(111,938)	6,121

Watershed ImQ {S12006}**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	\$	\$
	50,000	(49,350)	650
Totals:	50,000	(49,350)	650

ExQenditures:

457-0000-622.20-23 Arch/Eng/Landscaping Serv	\$	\$	\$
	10,000	(9,350)	650
457-0000-622.90-06 Purchases \$5,000 & Over		(40,000)	0
Totals:	50,000	(49,350)	650

Watershed ImQ {ST2101}**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	\$	\$
	200,000	(100,000)	100,000
Totals:	200,000	(100,000)	100,000

ExQenditures:

457-0000-622.20-22 Construction Contracts	\$	\$	\$
	200,000	{100,000}	100,000
Totals:	200,000	(100,000)	100,000

Misc SW Line Rehab {ST2102}**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	109,770	\$	(109,770)	\$	0
Totals:		109,770		(109,770)		0

Ex enditures:

457-0000-622.90-03 Improvements	\$	109,770	\$	(109,770)	\$	0
Totals:		109,770		(109,770)		0

Stormwater Infrastructure Im {ST2100}**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	200,000	\$	22,153	\$	222,153
Totals:		200,000		22,153		222,153

Ex enditures:

457-0000-622.90-03 Improvements	\$	200,000	\$	22,153	\$	222,153
Totals:		200,000		22,153		222,153

Lochwood Dr Storm UE!grades (ST2106)**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	0	\$	200,000	\$	200,000
Totals:		0		200,000		200,000

Ex enditures:

457-0000-622.20-23 Arch/Eng/Landscaping Serv	\$	0	\$	30,000	\$	30,000
457-0000-622.90-03 Improvements		0		170,000		170,000
Totals:		0		200,000		200,000

Grove Dr Storm UE!grades (ST2107)**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	0	\$	150,000	\$	150,000
Totals:		0		150,000		150,000

Ex enditures:

457-0000-622.20-23 Arch/Eng/Landscaping Serv	\$	0	\$	20,000	\$	20,000
457-0000-622.90-03 Improvements		0		130,000		130,000
Totals:		0		150,000		150,000

Reservoir Rd Storm U grades (ST2108)**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	0	\$	100,000	\$	100,000
Totals:		0		100,000		100,000

Ex enditures:

457-0000-622.90-03 Improvements	\$	0	\$	100,000	\$	100,000
Totals:		0		100,000		100,000

Rosehaven Ct Storm U grades {ST2109}**Revenues:**

	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	0	120,000	120,000
Totals:	0	120,000	120,000

Ex enditures:

	\$	\$	\$
457-0000-622.90-03 Improvements	0	120,000	120,000
Totals:	0	120,000	120,000

Main St Storm U grades {ST2110}**Revenues:**

	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	0	400,000	400,000
Totals:	0	400,000	400,000

Ex enditures:

	\$	\$	\$
457-0000-622.90-03 Improvements	0	400,000	400,000
Totals:	0	400,000	400,000

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

ATTEST:

PATRICK W. SHULL, Mayor

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

Extending the Award of the Bid for School Nutrition Services Chicken Commodity Processing to Gold Creek Foods & Tyson for FY22

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

Action Form No.: AF-167-2021
 Work Session: June 14, 2021
 First Reading: NA

Final Adoption: June 15, 2021
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened for Chicken Commodity Processing Items on March 18, 2020. The bid was awarded to Gold Creek Foods & Tyson for FY21. The committee recommends extending the award of the bid for FY22 for an amount not to exceed \$158,000.00 and authorize the Mayor to sign all applicable documents.

The contract provides the option to renew 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. This will allow exercising the first renewal option.

Funding for purchases made on this contract will be provided by School Nutrition Services Budget.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo
4. Addendum – Gold Creek Foods
5. Addendum - Tyson

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR SCHOOL NUTRITION COMMODITY CHICKEN PROCESSING TO TYSON AND GOLD CREEK FOODS AND AUTHORIZING THE MAYOR TO SIGN AGREEMENTS FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, bids were opened on March 18, 2020, for commodity chicken processed items for the Kingsport City School Nutrition Services for the period of July 1, 2020, to June 30, 2021; and

WHEREAS, the contract provided the option to renew 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, the committee recommends extending the award of the bid for FY22 for an amount not to exceed \$158,000.00 and authorize the mayor to sign all applicable documents.

WHEREAS, funding will be provided by Kingsport City Schools Nutrition Program and USDA reimbursements.

Now therefore,

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

SECTION I. That an agreement with Tyson for commodity chicken items for the Kingsport City School Nutrition Services for FY22, in an estimated total amount not to exceed \$92,000.00 with the option to renew the agreement for an additional two years, in one year increments, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Tyson for commodity chicken items for the Kingsport City School Nutrition Services for FY22, in an estimated total amount not to exceed \$92,000.00, and all other documents necessary and proper to effectuate the purpose of the agreements 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 agreements set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That an agreement with Gold Creek Foods for commodity chicken items for the Kingsport City School Nutrition Services for FY22, in an estimated total amount not to exceed \$66,000.00, with the option to renew the agreement for an additional three years, in one year increments, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject

to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Gold Creek Foods for commodity chicken items for the Kingsport City School Nutrition Services for FY22, in an estimated total amount not to exceed \$66,000.00, and all other documents necessary and proper to effectuate the purpose of the agreements or this resolution.

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

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
March 18, 2020
4:00 P.M.

Present: Michelle Ramey, Assistant Procurement Manager, Schools; and Nikisha Eichmann, Assistant Procurement Manager

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

The Assistant Procurement Manager opened with the following bids:

SCHOOL NUTRITION SERVICES COMMODITY PROCESSING OF CHICKEN & CHEESE				
Item No.:	VENDORS:			
	Cold Creek Foods	Land O Lakes, Inc.	Pilgrams Pride Corp.	Tyson:
1	\$39.52	N/A	\$44.71	\$38.39
2	\$49.60	N/A	\$60.65	\$94.83
3	N/A	N/A	N/A	\$66.86
4	N/A	N/A	N/A	\$22.13
5	\$56.16	N/A	\$54.94	\$57.00
6	\$60.48	N/A	\$70.54	\$53.36
7	\$59.84	N/A	\$68.28	\$75.00
8	\$43.20	N/A	\$40.06	N/A
9	\$61.60	N/A	\$67.58	\$44.36
10	\$45.12	N/A	N/A	N/A
11	\$63.84	N/A	N/A	\$78.75
12	N/A	N/A	N/A	\$71.34
13	\$49.60	N/A	\$59.84	\$66.74
14	N/A	N/A	\$61.71	\$72.22
15	N/A	N/A	N/A	\$79.50
16	N/A	N/A	\$76.23	\$75.00
17	N/A	N/A	N/A	\$45.60
18	N/A	N/A	N/A	\$37.80
19	\$61.28	N/A	\$56.36	\$49.20
20	N/A	\$46.16	N/A	N/A
21	N/A	\$15.10	N/A	N/A
22	N/A	\$28.22	N/A	N/A
23	N/A	\$24.75	N/A	N/A
24	N/A	\$14.70	N/A	N/A

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

MEMORANDUM

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

FROM: Jennifer Walker, Supervisor of School Nutrition

DATE: 05/26/2021

RE: Commodity Chicken Processing Contract Renewals

Recommendation: Approve renewal agreement for Tyson and Gold Creek chicken contracts for one year

Kingsport City entered into an agreement with two vendors: Tyson Foods, Inc. and Gold Creek Foods, Inc. to process bulk USDA bulk large chickens into various chicken items beginning July 1, 2020-June 30 2021 and maintain a continuous supply to KCS school nutrition. The agreements included an option to renew contracts for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City of Kingsport. Both vendors listed are satisfactorily meeting the terms of their individual contracts.

Contract pricing stayed the same for both vendors except for Tyson bone-in chicken wings. Tyson reported the reason was due to market demands, constrained supply and rising cost but could not support the higher than CPI increase with any price index. Due to the popularity of this item at Dobyns Bennett High School, school nutrition will continue to offer Tyson chicken wings but less often due to the higher cost. Last year, no other vendors bid against this item and combined with its high approval rating among students SNS is choosing not to re-bid.

The contract not to exceed spend amounts will stay the same at \$92,000 for Tyson Chicken and 66,000 for Gold Creek Chicken. KCS School Nutrition recommends to renew agreements with both vendors beginning July 1, 2021 through June 30, 2022.

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

ADDENDUM TO AGREEMENT
BETWEEN GOLD CREEK FOODS
AND CITY OF KINGSPORT, TENNESSEE FOR ITS KINGSPORT CITY SCHOOLS
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2020

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2021 to JUNE 30, 2022. The Contract will be awarded for a period of one (1) year with a renewal option 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 SIXTY SIX THOUSAND DOLLARS AND NO CENTS (\$66,000.00) 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 SIXTY SIX THOUSAND DOLLARS AND NO CENTS (\$66,000.00) 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, 2022. 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.

GOLD CREEK FOODS

CITY OF KINGSPORT, TENNESSEE

BY: _____

BY: _____
Mayor

ATTEST:

Recorder

APPROVED AS TO FORM:

City Attorney

ADDENDUM TO AGREEMENT
BETWEEN TYSON
AND CITY OF KINGSPORT, TENNESSEE FOR ITS KINGSPORT CITY SCHOOLS
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2020

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2021 to JUNE 30, 2022. The Contract will be awarded for a period of one (1) year with a renewal option 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 NINETY TWO THOUSAND DOLLARS AND NO CENTS (\$92,000.00) 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 NINETY TWO THOUSAND DOLLARS AND NO CENTS (\$92,000.00) 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, 2022. 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.

TYSON

CITY OF KINGSPORT, TENNESSEE

BY: _____

BY: _____
Mayor

ATTEST:

Recorder

APPROVED AS TO FORM:

City Attorney



AGENDA ACTION FORM

Extending the Award of the Bid for School Nutrition Services Grocery and Beverage Items to Gordon Food Services for FY22

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

Action Form No.: AF-166-2021
 Work Session: June 14, 2021
 First Reading: NA

Final Adoption: June 15, 2021
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened for Grocery & Beverage Items on May 5, 2020 with two bidders responding, one with a no bid. The bid was awarded to Gordon Food Services for FY21. The committee recommends extending the award of the bid for FY22 for an amount not to exceed \$1,350,000.00 and authorize the Mayor to sign all applicable documents.

The contract provides the option to renew 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. This will be exercising the first renewal option.

Funding for purchases made on this contract will be provided by School Nutrition Services Budget.

Attachments:

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

Funding source appropriate and funds are available: *MM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *202*

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

RESOLUTION NO. _____

A RESOLUTION EXTENDING THE AWARD OF BID FOR SCHOOL NUTRITION GROCERY AND BEVERAGE ITEMS TO GORDON FOOD SERVICE 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 5, 2020, to provide food and beverage products to the Kingsport City School Nutrition Services for the period of July 1, 2020, through June 30, 2021; and

WHEREAS, the contract provides the option to renew 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. This will be exercising the first renewal option; and

WHEREAS, the city desires to extend the agreement for the purchase of various food and beverage items from Gordon Food Service at an estimated amount not to exceed \$1,350,000.00 for FY22; 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 agreement for the various food and beverage items for Kingsport City School Nutrition Services at a cost not to exceed \$1,350,000.00 is extended to Gordon Food Service, for FY22, and the mayor is authorized to execute an agreement for the 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 Gordon Foods for food and drink items for the Kingsport City School Nutrition Services for the period of July 1, 2021, to June 30, 2022, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING

May 5, 2020

4:00P.M.

Present: Brent Morelock- Procurement Manager; Michelle Ramey –Asst. Procurement Manager, Schools;

The Bid Opening was held in the Council Room, City Hall. The Procurement Manager opened with the following bids:

GROCERY ITEMS AND BEVERAGE BID – SCHOOL NUTRITION SERVICES		
Vendor:	Extended Price per UOM	Comments:

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

MEMORANDUM

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

FROM: Jennifer Walker, Supervisor of School Nutrition

DATE: 05/26/2021

RE: School Nutrition Grocery and Beverage Contract

Recommendation: Approve renewal agreement for Gordon Food Service contract for one year

Kingsport City entered into an agreement with Gordon Food Service beginning July 1, 2020 thru June 30 2021 to maintain a continuous supply of grocery and beverage items to KCS school nutrition. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of service is acceptable to the City of Kingsport. At this time, Gordon Food Service is satisfactorily meeting the terms of the contract.

The contract not to exceed spend amount will stay the same at \$1,350,000.00. KCS School Nutrition recommends to renew this agreement beginning July 1, 2021 through June 30, 2022.

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



AGENDA ACTION FORM

Extending the Award of the Bid for School Nutrition Services Produce Items to Crook Brothers for FY22

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

Action Form No.: AF-183-2021
 Work Session: June 14, 2021
 First Reading: NA

Final Adoption: June 15, 2021
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened for Produce Items on May 31, 2019. The bid was awarded to Crook Brothers for FY20 and renewed for FY21. The committee recommends extending the award of the bid for FY22 for an amount not to exceed \$175,000.00 and authorize the Mayor to sign all applicable documents.

The contract provides the option to renew 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. This will be exercising the first renewal option.

Funding for purchases made on this contract will be provided by School Nutrition Services Budget.

Attachments:

1. Resolution
2. Recommendation Memo
3. Addendum – Crook Brothers
4. Contract

Funding source appropriate and funds are available: *jm*

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

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

RESOLUTION NO. _____

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

WHEREAS, on June 18, 2019, the board approved an agreement with Crook Brothers for produce for various Kingsport City Schools; and

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

WHEREAS, the city would like to exercise the right to renew the agreement thereby extending the term of the agreement from July 1, 2021, to June 30, 2022, in an amount not to exceed \$175,000.00; 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 addendum to the agreement with Crook Brothers for produce for use by Kingsport City Schools Nutrition Services extending the agreement from July 1, 2021, to June 30, 2022, 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 addendum to the agreement with Crook Brothers for produce used by School Nutrition Services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution.

**ADDENDUM TO AGREEMENT
BETWEEN CROOK BROTHERS
AND CITY OF KINGSPORT
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, 2021 to June 30, 2022. The Contract will be awarded for a period of one (1) year. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00) 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 ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00) 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, 2022. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

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

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

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W, SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Jennifer Walker, RD, LDN
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, Supervisor of School Nutrition

DATE: 05/26/2021

RE: School Nutrition Produce Contract

Recommendation: Approve renewal agreement for Crook Brothers contract for one year

Kingsport City renewed an agreement with Crook Brothers beginning July 1, 2020 thru June 30 2021 to maintain a continuous supply of produce items to KCS school nutrition. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of service is acceptable to the City of Kingsport. At this time, Crook Brothers is satisfactorily meeting the terms of the contract for a 2rd renewal year.

The contract not to exceed spend amount will stay the same at \$175,000.00 dollars. KCS School Nutrition recommends to renew this agreement beginning July 1, 2021 through June 30, 2022.

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

Inspire. Cultivate. Impact

Facebook: KptSchools
Twitter: @KCS_District

WWW.K12K.COM



MAY 6, 2021

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

RE: Produce Contract – City of Kingsport School Nutrition Program

Dear Michelle,

Please accept this as our letter of intent to extend the contract with Kingsport for another school year. The new extension period shall be for July 1, 2021 through June 30, 2022.

We do not have any price changes for this extension.

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

Thank you,

A handwritten signature in black ink that reads "Kenneth Crook". The signature is stylized with a large, looped "K" and "C".

Kenneth Crook
President



ADDENDUM TO AGREEMENT

BETWEEN CROOK BROTHERS

AND CITY OF KINGSPORT

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, 2021 to June 30, 2022. The Contract will be awarded for a period of one (1) year. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00) 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 ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00) 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, 2022. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

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

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

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

CROOK BROTHERS

CITY OF KINGSPORT, TENNESSEE

BY: _____

BY: _____

ATTEST:

Recorder

APPROVED AS TO FORM:

City Attorney

CONTRACT

This Contract, made and entered into on this the 1st day of July 2019, by and between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Tennessee, with situs in Sullivan County, Tennessee, hereinafter referred to as the City, party of the first part, and CROOK BROTHERS, hereinafter referred to as the Contractor, party of the second part.

WITNESSETH:

WHEREAS, the City has taken all steps required by law for the purchase of certain commodities, to-wit:

PRODUCE PRODUCTS FOR THE CITY OF KINGSPORT SCHOOL NUTRITION PROGRAM

As stated in bid documents all in a proper manner as set forth herein; and has advertised, requested and received bids, as required by law, which bids, being sealed, were opened on the 30th day of May 2019; and the City accepted the proposal or bid of the Contractor herein, all of which is set forth in the minutes of said meeting, to which reference is here made.

NOW, THEREFORE, in consideration of the promises, and for the further considerations hereinafter mentioned, this contract is hereby mutually understood and agreed to by and between the parties hereto for themselves, their personal representatives, successors and/or assigns.

SECTION 1. SCOPE OF THE CONTRACT. The second party shall furnish all the materials and will perform all the work as provided by the following enumerated specifications and documents, which are attached hereto and made a part hereof, as it is fully copied and contained herein:

1. Bids Wanted as published in the "Kingsport Times-News" on May 15, 2019.
2. Specifications on file in the office of the City Manager and previously sent to the Contractor.

The party of the second part shall defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to person or property arising out of the performance of this Contract, caused by the acts or omissions of the Contractor, its agents, employees or sub-contractors, excepting bodily injury or property damage caused by the sole negligence of the City of Kingsport, its agents or employees.

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 on an annual basis in one (1) year increments up to three (3) years 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. 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), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

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 ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00) is a not-to-exceed cost, based upon the estimated 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 ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00) 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.

SECTION 4. METHOD OF PAYMENT. Accounts will close on the last school day of each month. Statements should be forwarded to the office no later than the third working day after closing the month. The vendor will furnish a monthly recap of all purchased items as they are listed on the purchase order by the third working day after closing the month. The vendor will furnish a yearly recap of all purchased items by the third working day after orders have ended for the school. The contractor will provide credit memos monthly no later than the third working day after closing the month.

Invoicing: All invoices and statements will be sent to Kingsport City School Nutrition Services, 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37660

SECTION 5. INSURANCE. The Contractor aforesaid shall at all times keep in full force and effect, during the life of this Contract, Worker's Compensation Insurance in accordance with Title 50, Tennessee Code Annotated and all Amendatory Acts thereto, covering all of the employees during the progress of said performance of Contract, and to furnish the City satisfactory evidence that he has in full force and effect such insurance on all of his employees used in the execution and carrying out the work under this Contract. Also, the Contractor shall have comprehensive general public liability insurance in amounts acceptable to the City. The Contractor will furnish comprehensive automobile liability insurance and furnish the City with certificates of insurance or policies and maintain the insurance in such form as shall be satisfactory to the City. The Contractor shall obtain and maintain owners liability insurance specifically naming City as the insured to defend, indemnify and save harmless the City of Kingsport from any

and all claims and suits for injury to persons, including death, or property damage arising out of the performance of the Contract caused in any way by the acts or omissions of the Contractor or the Contractor's agents, employees, or sub-contractors during or in connection with the Contract performance, excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport, its agents or employee.

SECTION 6. SERVICE LEVEL. The contractor shall fill all original orders at a monthly average of 97% or above on the scheduled delivery day. The remaining 3% shall be delivered within 24 hours of the scheduled delivery day.

Reports: Monthly and Year-to-Date utilization reports shall be issued to the City of Kingsport school district monthly. These reports shall be submitted for total quantity delivered per item in terms of bid units per school delivery point and a combined district total.

Records: All contractors are required to keep records for three years after the City of Kingsport makes final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United State Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts.

Delivery Time and Place: Produce items are to be delivered to the following schools.

The Contractor is required to provide the names of the drivers and finalize plans for the year within two weeks of contract award for first orders for delivery on or before July 1, 2019.

▪ A required delivery schedule follows:

(All Addresses are Kingsport, TN)

○ Mondays

- Ross N Robinson Middle School
1517 Jessee Street
- John Sevier Middle School
1200 Watree Street
- George Washington Elementary School
1100 Bellingham Drive
- Theodore Roosevelt Elementary School
1051 lake Street
- John F Kennedy Elementary School
1500 Woodland Avenue
- Andrew Jackson Elementary School
600 Jackson Street
- John Adams Elementary School
2727 Edinburgh Channes Road
- Dobyys Bennett High School
1800 Legion Drive

- Andrew Johnson Elementary School
1001 Ormond Drive

- Thomas Jefferson Elementary School
2216 Westmorland Avenue
- Abraham Lincoln Elementary School
1000 Summer Street

- **Emergency or Holiday Exceptions to these time frames must be pre-approved on a case by case basis by the Supervisor of School Nutrition Services.**

It is then required that all deliveries occur on Monday's or are scheduled the first open school day of each week if closed on Monday due to weather or holiday's. No substitutions of delivery days or delivery times can be made without prior approval by the School Nutrition Services Program Supervisor. Delivery schedules will be altered to meet holiday and snow day schedules. They will be made FOB destination to each school. A 2019-2020 Calendar was provided in the bid documents for your reference.

We reserve the right to refuse deliveries that are delivered late or do not meet specifications. The delivery must be documented with a legible invoice with the correct bid price, quantity and extension. The manager or their designee must sign all invoices at the time of delivery. Unsigned invoices will NOT be paid. It is requested that the successful bidder provide duplicate order forms for the convenience of both parties.

If applicable, deliveries must be made in mechanically refrigerated truck maintaining an appropriate temperature for the items being shipped (below freezing for frozen goods, 40 degrees F and below for other refrigerated perishables, etc.) and according to HACCP (Hazard Analysis and Critical Control Points). The City of Kingsport reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition suitable for the transport of food items, supplies, etc. Stock is to be placed adjacent to the appropriate storage area as designated by the Cafeteria Manager or their designee.

To assist drivers and authorize school to expedite receiver accuracy of quantities of each item, brand, and code numbers of each item and condition of merchandise, the invoice will list Products in order as pulled from truck and placed in the warehouse for delivery verification. Each delivery ticket will be rendered in duplicate and shall be signed by a designated school receiver. No invoice will be paid without designated school receiver or designee's signature. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The contractor shall be required to issue credits for errors not detected at the time of delivery.

Special or intermediate deliveries will be required if a contractor fails to deliver a product on a regularly scheduled delivery and/or in emergency situations when meal counts are higher than projected.

Drivers shall wear company uniforms and/or I.D. badges.

- A. If a contractor is unable to deliver a prior approved substitute product, the City of Kingsport School System shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The supplier shall be responsible and liable for the difference in the cost between the amount paid for

the substituted product and the amount which would have been paid had the product been delivered. The supplier shall not be entitled to complain that the substitute product could have been purchased at a lower price.

- B. Delivering brands that are not pre-approved may be reason for rejection of the product, termination of the contract, and shall be considered non-delivery of product.

Fiscal Funding: If the effective dates of this proposal extend beyond June 30 of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the City of Kingsport School System reserves the right to change the item identifications, decrease the quantities, and/or delete items.

SECTION 7. TERMINATION OF CONTRACT. Failure on the part of the City of Kingsport School System, or the contractor, to comply with the provisions of this contract may result in contract termination.

Each party shall follow the procedure outlined below, if a contract is to be terminated:

Step 1 - Issue warning letter and outline violations and length of time to correct the problem.

Step 2 - Issue letter of Intent to Cancel Contract, if problem is not resolved by given date.

Step 3 - Issue letter to cancel contract.

SECTION 8. BUYER CONTRACT RELATIONSHIP. Under arrangements of this contract, a contractor is in essence "hired" as a buyer for the City of Kingsport School System. In this respect, it is the contractor's responsibility to maintain the best interest of the City of Kingsport School System with respect to the following:

- A. Interface with packers on problems relating to product pack and quality.
- B. Make purchases of specified items at the lowest price, including freight.
- C. Maintain a constant search for substitute items which offer better values.
- D. Promote the introduction of new items, either by packer or distributor representatives.
- E. Organize and conduct clinics for City of Kingsport Supervisor of School Nutrition and/or cafeteria managers, conducted by packer representatives on item usage and preparation.

SECTION 9. STANDARD CONTRACT CONDITIONS.

- A. This contract shall be governed in all respects - as to validity, construction, capacity, performance, or otherwise - 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. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.
- B. Contractors providing service herewith, assures the City of Kingsport school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

- C. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor Regulations (41 CFR Part 60).
- D. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices.
- E. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap.
- F. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The City of Kingsport, its authorized agents, and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress; records shall be maintained until stated matter is closed.
- G. Contractor shall comply with all applicable standards, order, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
- H. Contractor must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

SECTION 10. PRODUCT REQUIREMENTS.

1. Item Identification (ID): The item identifications (descriptions) listed herein are not specifications. Product identifications are limited to requirements which can be verified on delivery or information essential for communication between contractor and City of Kingsport School System. For example, "U.S." Grades are generally not specified unless there is a grade shield on the container or the product is accompanied by an inspection certificate. The use of pre-approved brands makes it unnecessary to utilize detailed specifications.
2. Product Protection Guarantees: School Districts/ Systems have "automatic" product protection recourse against suppliers for products which are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
3. Import Products: Products which are canned or packed outside of the United States will not be accepted. Please note this rule applies to "Private Labels" as well as other labels. The intent of the City of Kingsport School System is to follow the Buy America Provisions of PL100-237. The contractor agrees to abide by the Buy American Provision of the William F. Goodling Nutrition Reauthorization Act of 1998. Policy memoranda 210.21-14 and 220.17-01.
4. Quality and Yield Assurance: A quality and yield assurance letter from the manufacturer must be received by the City of Kingsport Supervisor of School Nutrition stating the guarantee that their product meets the required quality

and yield specifications. The CN Label Information is to be included.

For all canned and frozen fruits and vegetables the successful bidder agrees to provide the manufacturer's label codes for USDA quality grades.

The City of Kingsport Supervisor of School Nutrition retains the right to check compliance on any item. A sample of the product will be shipped to an USDA Acceptance Laboratory for verification of the USDA quality grade. Compliance for yield will be made by the City of Kingsport Supervisor of School Nutrition and/or managers on a random basis.

If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the City of Kingsport Supervisor of School Nutrition will bear the cost of the analysis. If the analysis indicates that the product does not meet the USDA quality grade and/or yield specified, the following penalties will be administered as a minimum:

- a. The Contractor will bear the cost of the analysis.
 - b. The Contractor will replace the entire product for all schools within the system for the delivery period without cost even though part of the product had to be used. The replacement product must meet the USDA quality grade and yield specifications. The remainder of the rejected product must be picked up without cost to the City of Kingsport School System.
5. Samples: In order to evaluate a new product, the new product will be provided at the expense of the Contractor. The first sample should be presented to the City of Kingsport Supervisor of School Nutrition. If the product is feasible for use in the program, samples may be requested for City of Kingsport School Nutrition Managers and supervisors to evaluate. Samples will be available (upon request) for a student panel evaluation of a product at designated school locations.

If requested, samples must be furnished within 24 hours. For all additional items submitted must also have a Nutrition Facts Label, and ingredient statement, and/or a CN label or Products Formulation Statement on Manufacturer's letterhead. This documentation MUST demonstrate how the product contributes to the meal pattern requirements and provide calories, saturated fat, trans fat, and sodium contribution per serving.

6. Approved Brands: The "Approved Brand" space on the product lists indicates one of the following:
- A. Product identification is in itself sufficient, in the case of certain generic items such as pork chops. The words "packer label" may appear in the approved brands column and the contractor may bid any label.
 - B. The Contractor shall supply the appropriate label for grade specified for canned and frozen fruits and vegetables. The potential contractor shall supply 1st Quality Label only.
 - C. Items not covered by instructions 4-A or 4-B above will have manufacturer's name

and product number under "brands". Potential contractors may propose only those products which are pre-approved. This instruction most frequently applies to meat items. In some instances where "private label" is normally bid, the potential contractor will choose to offer a quote on a national brand, in these instances, the national brand must be pre-approved.

D. The successful contractor shall notify the City of Kingsport school district when a brand change is appropriate. The successful contractor shall obtain the best price when a brand change is submitted for approval.

7. Item Substitutions/Changes:

The School District reserves the right to make brand changes at any point during the contract for the following reasons to include, but not limited to, decrease in sales, quality control issues, customer complaints, or additions of approved brands. When requesting a brand change, the Child Nutrition Department shall ask the distributor to submit pricing on other approved brands.

Regulations may change, additional information is available at www.fns.usda.gov/cnd. All SNP operators are required to follow regulations in place at time of purchase. As those regulations change, there may be a need to revise product requirements. This School System reserves the right to delete or add products to comply with regulations.

IN WITNESS whereof the parties by their authorized agents have executed this contract.

CITY OF KINGSPORT, TENNESSEE

BY:

MAJOR

ATTEST:

RECORDER



CROOK BROTHERS

BY:

AUTHORIZED REPRESENTATIVE

APPROVED AS TO FORM:

J. Nick M. Blythe

CITY ATTORNEY

Ken Clark
CROOK BOTHERS
250 Greythorn Rd.
Beeley, WV 25801

Procurement Manager
City of Kingsport
225 W. Center Street
Kingsport, TN. 37660

RE-BID Produce Products for City of Kingsport School Nutrition
Services Program

BID CERTIFICATION

We have carefully examined and fully understand the General Bid Conditions in furnishing the City of Kingsport School Nutrition Services prices for the items requested.

In compliance with the bid awards, and subject to all terms and conditions listed on the General Bid Conditions and sample contract documents, the undersigned offers and agrees to sell to the City of Kingsport School Nutrition Services all items as quoted. It is understood that all prices quoted include any and all delivery charges and are not subject to finance charges. We guarantee the items to be as specified, delivered to schools or warehouse and that unloading will be done in the presence of the warehouse supervisor, SNS manager or designated person so that quantities, brands, and condition of product may be verified. We further agree to provide invoices in duplicate at time of delivery where weight, count, and specification will be verified before the warehouse supervisor or manager or designated person affixes a signature. We also agree that any item quoted by us that does not meet specification or is damaged or unlabeled will be returned at our expense.


SIGNATURE OF AUTHORIZED REPRESENTATIVE

KENNETH CROOK
PRINT NAME OF AUTHORIZED REPRESENTATIVE

PRESIDENT
TITLE OF AUTHORIZED REPRESENTATIVE

CROOK BROTHERS
COMPANY

250 Gray Flat Road
ADDRESS

Beckley, WV 25801
CITY, STATE, ZIP CODE

(304) 252-7711 (304) 252-3020
TELEPHONE FAX

5/29/19
DATE

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS - FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: CROOK BROTHERS

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

6. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

7. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and

in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

10. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

12. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED
BY:

PRINTED NAME:

TITLE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE:

BY (NOTARY PUBLIC):

MY COMMISSION EXPIRES ON:



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.

CROOK BROTHERS

Organization Name

Re-Bid Produce Products

Bid Number

Kenneth Crook - President

Name(s) and Title(s) of Authorized Representative(s)

Ryan Crook Bid Administrator
Cameron Crook - Account Rep.



Signature(s)

5/29/19

Date

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By

(Signature of Official (Executive Director) Authorized to Sign Application)

Date: 5/29/19

By

(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

Date: 5/29/19

For

Name of Grantee

Title of Grant Program

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request	Approved
BANANAS		Imported only	

**use additional pages if needed*

Note: Approved column is for the SNP purchaser to indicate if they will accept the non-American product or if they reject that item. The SNP will contact the vendor if item is rejected.

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date 5/29/19

Vendor Name CROOK BROTHERS

Completed By Kenneth Crook

* Footnote: No Products have been manufactured that we distribute. Bulk and Fresh Cut products only.

**KINGSPORT CITY SCHOOLS
COST PLUS FIXED FEE - PRODUCE BID**

Bid amount week designation
JULY 8-12, 2019

Company Name

CROOK BROTHERS

All Pre-Cut Fruits and Vegetables shall have a minimum of 7 days shelf life upon deliver to schools

Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased

ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	VENDOR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
					(Vendor Bid Amount + Fixed Fee)		(Unit Cost x Estimated annual usage)
Apple - Golden Delicious - U.S. Fancy firm cnsp. well-colored	125 count	40 lb	18.00	7.00	25.00	100	2500.00
Apple - Granny Smith - U.S. Fancy, firm, crisp, well-colored	125 count	40 lb	18.00	7.00	25.00	50	1250.00
Apple - Red Delicious - U.S. Fancy, firm, crisp well-colored	125 count	40 lb	18.00	7.00	25.00	75	1875.00
Apple - Fuji, U.S. Fancy, firm, cnsp, well-colored	125 count	40 lb	16.00	7.00	23.00	30	690.00
Apple - Gala, U.S. Fancy, firm, cnsp, well-colored	125 count	40 lb	18.00	7.00	25.00	30	750.00
* Bananas - Medium size, index # 3-5 in peel color yellowish green, free from bruises, scars, discoloration, uniform length and ripeness	10 pounds or less. Price per pound	per pound	33	25	58	200	116.00
* Bananas - Medium size, index # 3-5 in peel color yellowish green, free from bruises, scars, discoloration, uniform length and ripeness	100-120 count	40 lb	13.00	5.00	18.00	500	9000.00
Blueberries - US #1, firm plump and dry. Deep purple or black blue color with silvery sheen	12/6-oz pints	12 pints per flat	17.00	5.00	23.00	130	2990.00
Broccoli Florets, ready to serve - small flower with none opened to show bright yellow flower, should be dark or sage green, sulfite free packaging gas permeable, code dated	Varies	3 #	4.15	3.25	7.40	210	1554.00
*Cantaloupe - US #1 firm, fresh melon, not overripe and free from blemishes or signs of decay	1 count	size 12	1.50	.50	2.00	61	122.00
*Cantaloupe - US #1 firm, fresh melon, not overripe and free from blemishes or signs of decay	12 count /size 12	12 ct	8.00	6.00	14.00	25	350.00
Carrots, Baby short cut, US #1, ready to serve, firm, crisp, good orange color, sulfite free, gas permeable packaging, code dated	5 lb bags	20 lb	17.00	5.00	23.00	543	12489.00

**KINGSPORT CITY SCHOOLS
COST PLUS FIXED FEE - PRODUCE BID**

Sic amount week designation
JULY 8-12 2019

Company Name

CROOK BROTHERS

All Pre-Cut Fruits and Vegetables shall have a minimum of 7 days shelf life upon deliver to schools

Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased

ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	VENDOR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
Cauliflower Florets - ready to serve, sulfite free gas permeable package, creamy white buds, compact and firm, with a shelf-life, of one week, without showing signs of decay, code dated	varies	3 #	5.50	3.00	8.50	156	1326.00
Celery - Whole, US # 1 grade standard, fresh crisp, solid, rigid with glossy surface, stalks should be light to medium green with mostly green leaflets, shelf life of one week without showing signs of decay stalks approx. 16" long unsleeved	n/a	Medium to Large Stalk/ bunch	1.00	.60	1.60	590	944.00
Coleslaw Mix - fresh cut, mixture of chopped green cabbage with some carrot, sulfite free gas permeable package, code dated	n/a	5 #	3.18	3.00	6.18	150	927.00
Cucumbers - Fresh to be packed US Fancy grade standard (medium, slicing type), firm, good green color, well developed and shaped	Varies 6" long	5 lb	1.10	3.00	4.10	500	2050.00
Grapes, Fresh Green Seedless - US Fancy grade standard - firm, no decay, shelf life of one week without showing signs of decay	n/a	23-18 lb	16.00	5.00	21.00	380	7980.00
Grapes, Fresh Red Seedless US Fancy grade standard - firm, no decay, shelf life of one week without showing signs of decay	n/a	23-18 lb	17.00	7.00	24.00	195	4680.00
Honeydew, Fresh; to be packed to US No. 1 Standard- firm, fresh melon not overripe and free from blemishes or signs of decay	4-5 count size	each	1.00	1.50	2.50	200	500.00
Kiwifruit: 33 count; to be tray packed to U.S. No. 1 Grade standard; domestic product to be provided when available; to be packed in single -layer flats: growing location to be provided with price quotes.	33-39 count	7.5# case	6.00	3.00	9.00	137	1233.00
Lemons, Fresh: to be packed to U.S. No. 1 Grade standard, 165 - count	165 count	per pound	1.00	.50	1.50	10	15.00
Lettuce, - Calif/Romaine Mix, Chopped - salad mix, fresh, in sealed bags	5 lb bags	5 pound	3.91	3.00	6.91	150	1036.50

**KINGSPORT CITY SCHOOLS
COST PLUS FIXED FEE - PRODUCE BID**

Bid amount: week designation:
JULY 6-12, 2019

Company Name

CROOK BROTHERS

All Pre-Cut Fruits and Vegetables shall have a minimum of 7 days shelf life upon deliver to schools

Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased

ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	VENDOR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
Lettuce, Romaine, Chopped - salad mix, fresh, in sealed bags	2 lb bag	6 lb	13.90	1.00	19.90	150	2985.00
Lettuce, Shredded - iceberg type, 1/4" shred, fresh and in sealed bags	5 lb bag	5 lb	3.18	2.00	5.18	300	1554.00
Onions Yellow, Fresh: U.S. No. 1 Grade Standard - Jumbo, mature round to oval. Approx. 2 1/2" in diameter. Mild in flavor, dry, hard and firm with small necks, covered with paper outer scales	Varies	per pound	.25	.30	.55	100	55.00
Onions, Green, Fresh- U.S. No. 1 Grade Standard fresh and crisp	12/bunch	1 doz	2.50	2.00	4.50	12	54.00
Onions, Red, Fresh: U.S. No. 1 Grade Standard:- mature, round to oval, mild in flavor for eating raw or cooking, dry, hard and firm with small necks	Varies	per pound	.40	.50	.90	10	9.00
Oranges - Fresh, to be packed to U.S. No. 1 Grade Standard; navel firm, no decay, well formed with good color, reasonably smooth skin	113 (AZ & CA) 125 (FL & TX)	38 - 45 lb	15.00	7.00	22.00	300	6600.00
*Peppers, Bell, Fresh: to be packed to U.S. No. 1 Grade standard, medium size, green color	Varies	per pound	.50	.75	1.25	300	375.00
*Peppers, Red Bell Fresh: to be packed to U.S. No. 1 Grade standard minimum 2.5" x 2.5" - medium size, firm with red-orange glossy color, relatively heavy weight	Varies	per pound	1.00	.75	1.75	30	52.50
*Potatoes, Sweet - U.S. No. 1 grade standard packed golden orange color inside, firm flesh, free from blemishes	Varies	40 lb	12.00	3.00	15.00	20	300.00
*Potatoes, White, Baking - U.S. No. 1 Grade standard Idaho, firm flesh, free from decay, 50 # carton	80 count	50 lb	14.00	1.00	20.00	50	1,000.00
Salad Mix (iceberg, carrots, cabbage) - fresh and in sealed bags	5 lb bag	5 lb	3.08	2.00	5.08	50	254.00
Spinach (stemmed and washed) - curly leaf, green, crisp, tender leaves free from insects, blemishes, dirt and decay	2.5 # bag	2.5 lb bag	3.75	2.00	5.75	300	1725.00

**KINGSPORT CITY SCHOOLS
COST PLUS FIXED FEE - PRODUCE BID**

Bid amount week designation
JULY 8-12, 2019

Company Name

CROOK BROTHERS

All Pre-Cut Fruits and Vegetables shall have a minimum of 7 days shelf life upon deliver to schools

Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased

ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	VENDOR BID AMOUNT	FIXED FEE	TOTAL UNIT COST	EST. ANNUAL USAGE	TOTAL COST
*Strawberries - Fresh: to be packed to U.S. No. 1 Grade Standard All varieties - no bruising or signs of decay	pound	pound	1.00	1.50	2.50	300	750.00
*Tomatoes, Fresh U. S. No. 1 Grade Standard (Extra Large, stage 5 ripeness) -layer packed, rich red color, well shaped, smooth and firm, must be free from blemishes, cracks, green or sunburned areas, not overripe or bruised.	Large or Extra Large	pound	.38	.50	.88	200	176.00
*Tomatoes, Grape - U. S. No. 1 Grade Standard, Rich red color, well shaped, smooth and firm, approx 1" in diameter	12 /10 oz	12/ 10 oz	8.00	5.00	13.00	150	1950.00
*Watermelon - Seedless, Large U.S. No. 1 Grade Standard	Individual	22-26 lb each	3.00	1.00	4.00	150	600.00
Total Bottom Line Bid Amount							72816.50

* Bids for items will be accepted from local farmers All bid conditions have to be met on these items

Kenneth Crook
Authorized Bidder's Signature

Kenneth Crook
Authorized Bidder's Name

5/29/19
Date
President - Director of Sales
Position

INVITATION TO BID · REBID

GENERAL CONDITIONS

PRODUCE PRODUCTS BID for CITY OF KINGSPORT SCHOOL NUTRITION SERVICES PROGRAM

GENERAL

Attached are instructions and conditions for the Produce Products Bid for the Kingsport City Schools Nutrition Services Program.

The intent of this bid to select a supplier for produce items in such a manner as to provide for open and free competition and comparability. **This is a cost plus fixed fee bid that to be awarded to one supplier.**

All foods must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990.

Section 9 (j) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(j)) is amended to encourage schools to purchase locally produced foods, to the maximum extent practicable and appropriate. The district may have the opportunity to take advantage of special purchases/deliveries from other sources or locally grown produce. **The law allows schools to use geographical preference for the procurement of locally produced foods.** This agreement does not prohibit the district from making such purchases. These purchases may be made by school or district wide. Bidders are STRONGLY encouraged to enter into purchase agreements with local producers and supply those local products on the school nutrition bid.

BID PERIOD

The bid period begins May 15, 2019 and ends May 30, 2019.

Sealed written bids will be received at the time and place specified on the Invitation to Bid advertised in the Times Newspaper on May 15, 2019. Bids must be received on/or before the date and time stated on the Invitation to Bid as advertised. Postmark on the Bid by this date will not suffice. Faxed bid documents will not be accepted. All compliant bids will be considered for award or rejection at a later date. **All questions regarding this bid should be submitted to Michelle Ramey, Asst. Procurement Manager, vramey@k12k.com, no later than 4:00pm, May 24, 2019.**

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- **Demonstrate successful past performance**

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product lines
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate delivery fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product

The quantities shown on the bid form are estimated purchase quantities only.

BID OPENING

The City of Kingsport Procurement Manager will receive sealed bids until 4p.m. Eastern Time, May 30, 2019 and at that time publicly opened in the Council Room, City Hall located at 225 W. Center St., Kingsport, TN. The Total Bottom Line Bid Amount will be read at the bid opening. Bid Opening minutes will be posted online at <http://kingsporttn.gov/city-services/purchasing/BidMinutes> at a later date. Bids will also be examined for compliance with the specifications and conditions as outlined in the bid documents. All compliant bids will be considered for award or rejection at a later date.

BID AWARD

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review upon request. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The intent of this invitation to bid is to select a primary supplier for various produce items for the Kingsport City Schools Nutrition Services. The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest cost for all items. It is the intent of the City of Kingsport School Nutrition Services Program to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Programs.

The bid submitted must include the following:

- o Produce List Bid Form
- o Bid Certification Form
- o Compliance Affidavit
- o Debarment/Suspension Certification Statement
- o Certificate of lobbying
- o Buy American Waiver Form

All forms must be filled out and signed. All original forms must be signed in blue ink by a person with authority to bind the bid. The Bid must be sealed in an envelope that is labeled according to the directions stated below.

Mark sealed bid envelope as follows:

BID: Produce Products for Kingsport School Nutrition Services

BID OPENING: May 30, 2019

ATTENTION: Procurement Manager, City of Kingsport

The bid must then be mailed or delivered to the following address:

Mail Sealed Bid to: The City of Kingsport
225 West Center Street
Kingsport, TN 37660

BID PROTEST PROCEDURE

The City of Kingsport reserves the right to accept or reject any or all bids. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Michelle Ramey, Assistant Procurement Manager, City of Kingsport, no later than 10 working days after the award. The hearing official will disclose the dispute to the Tennessee State Department of Education School Nutrition office. The steps for dispute resolution are as follows:

1. A meeting with the School Nutrition Program Supervisor, the City of Kingsport Procurement Manager, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the City will be used.

BID INTENT

The City of Kingsport agrees to use the designated supplier as a primary source for the various items and services as listed herein as well as for comparable substitutes. This agreement does not preclude the City from its ability to purchase such items from other sources when it is in the best overall interest of the City. The City School Nutrition Services may also purchase various items produce items from Department of Defense (DOD) contracts. The City may also from time to time have the opportunity to take advantage of special one-time purchases from other local sources. School Nutrition Services will contact the successful vendor from this bid and allow the vendor the opportunity to provide the same or comparable product at the discounted price.

CONTRACT PERIOD, PRICE ADJUSTMENTS AND RENEWAL

The initial contract period begins July 1, 2019 and ends June 30, 2020.

The bid prices contained in your initial bid submission are considered "firm" for one (1) week and those prices may be adjusted weekly to accurately reflect the changes in the Vendor Invoice costs. By 10 am once a week the day prior to the cafeteria manager's produce ordering day, the Contractor shall fax the school system's central office a copy of the price list that will be in effect for the following week. The successful contracted supplier will be able to adjust prices upward or downward to reflect their invoice costs on a weekly basis. Kingsport City Schools requires appropriate documentation to support the price adjustment be available for audit by school system officials or their designee. At no time shall the requested price adjustment reflect an increase in the fixed fee. All revised prices must be held firm for one week.

The City of Kingsport reserves the right to renew all aspects of the contract resulting from this bid one year at a time for an additional three (3) years with subsequent contract periods beginning July 1 of the then current year through June 30 of the following year. The City of Kingsport reserves the right to add/or delete products during the contract period. Pricing for added items shall be based on the same pricing formula as was used to develop the pricing for the original bid.

If the effective dates of this proposal extend beyond June 30 of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the City of Kingsport reserves the right to change the item identifications, decrease items and/or delete items.

BID PREPARATION

Each supplier should bid on all items on the bid document. This is a cost plus fixed fee Bid. The bid should reflect the price for fresh and pre-cut produce that would be procured by City of Kingsport School Nutrition Program for the week of July 8 - 12, 2019. The bid prices contained in the initial bid submission are considered "firm" for one (1) week. The selling prices quoted should be bottom line vendor cost plus fixed fee. The fixed fee shall remain the same throughout the award period.

Total bottom line bid amount will be determined by multiplying each unit cost (vendor cost plus fixed fee) times the estimated annual usage figure and then by totaling all extended dollar figures. In the event a vendor fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom line bid amount. City of Kingsport School Nutrition Program will recalculate usage and line extensions to make necessary conversions for differences in pack size. The total bottom line bid amount will be adjusted if mathematical conversions and extensions indicate the need for correction.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For

new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

The total bottom line bid amount (sum of extended prices) **MUST** be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.

Mathematical calculations involving decimals must be carried to two (2) places.

All bids shall be in accordance with the instructions to bidders and specification as attached. Specifications are intended to be open and non-restrictive.

The award of this bid will be based on the lowest total bottom line bid amount after any needed corrections are made. The extended cost on a line will be adjusted if mathematical conversions and extensions indicate the need for correction.

All bids shall be in accordance with the instructions to bidders and specifications.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Michelle Ramey, Assistant Procurement Manager, City of Kingsport, at vramey@k12.com.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted prior to the bid opening deadline shown above to the City of Kingsport. Item cost must include delivery to the locations provided below.

ORDERS

All orders will be placed with a company representative, electronically, or by fax by the City of Kingsport School Nutrition Services Program. Pre-numbered purchase orders with firm fixed prices will be used after the formal bidding process.

It is further understood and agreed between the parties that if any agreement results from this bid invitation, the City shall not be obligated to purchase or pay for items covered by this statement, unless and until, they are ordered and delivered to the City.

DELIVERY

The successful bidder is required to provide the names of the drivers and finalize plans for the year within two weeks of notification for first orders for delivery on July 1, 2019 before 9:30 A.M.

Items are to be delivered to the following school locations

Jackson Elementary	600 Jackson Street
Jefferson Elementary	2216 Westmoreland Avenue
Johnson Elementary	1001 Ormond Drive
John Adams Elementary	2727 Edinburgh Channel Road
Kennedy Elementary	1500 Woodland Avenue
Lincoln Elementary	1000 Summer Street
Palmer Center	1609 Fort Henry Drive
Roosevelt Elementary	1051 Lake Street
Washington Elementary	1100 Bellingham Drive
Robinson Middle School	1517 Jessee Street
Sevier Middle School	1200 Wateree Street
Dobyns-Bennett High School	1701 East Center Street

It is required that the deliveries occur on the first open school day of each week that school is in session and in most cases this is on Monday. A school year 2019-20 calendar has been included for reference. Delivery times must be scheduled to the satisfaction of the school cafeteria manager. No deliveries will be received while meals are being served or after 2 pm. We reserve the right to refuse products that are delivered late, show evidence of damage or do not meet specifications. The delivery must be documented with a legible invoice with the correct bid price, quantity and extension. The manager or their designee must sign all invoices at the time of delivery. Unsigned invoices will not be paid. It is requested that the successful bidder provide duplicate order forms for the convenience of both parties. The successful bidder is required to provide product on clean crates or boxes for proper storage at each school.

No substitutions of delivery days or times can be made without prior approval of the City of Kingsport School Nutrition Services Supervisor. Delivery schedules will be altered to meet holiday and snow day schedules. They will be made FOB destination to each school. Stock is to be placed adjacent to the appropriate storage area as designated by the Cafeteria Manager or their designee.

If applicable, deliveries must be made in mechanically refrigerated truck maintaining an appropriate temperature for the items being shipped (below freezing for frozen goods, 40 degrees F and below for other refrigerated perishables, etc.) and according to HACCP (Hazard Analysis and Critical Control Points). The City of Kingsport reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition suitable for the transport of food items, supplies, etc.

Each carrier shall furnish a Certificate of Insurance issued by an insurance company showing that the City of Kingsport will be protected from loss or damage to property of third persons or to the carrier's own property, loss or damage to the City of Kingsport commodities, and injury or death to third persons or the carrier's employees. Carrier will assume full common liability of all shipments.

In the event vendor fails to deliver on the specified date, and does not notify the Supervisor of School Nutrition Services, the City of Kingsport reserves the right to terminate the contract in whole or in part by providing notification in writing. The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

INVOICES AND STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH.

A delivery ticket must be furnished at the time of delivery. Delivery ticket and/or invoice must be signed by the cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. Unsigned invoices will not be paid. If an item must be returned or is rejected, the invoice must be signed by the cafeteria manager or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery must be mailed to: Kingsport School Nutrition Services, 400 Clinchfield Street, Suite 200, Kingsport, TN 37660.

PAYMENTS

Invoices will be balanced with the statement and processed for payment based upon cost plus fixed fee pricing. If incorrect pricing is sent on invoices, corrections will be made before payment. Statement must include any credits issued during the month.

All products supplied under this contract are tax exempt. City of Kingsport School Nutrition Services will make every effort to pay all invoices by the tenth working day of the following month. Any monetary penalties assigned to the School Nutrition Program based on late payment as issued by the vendor MUST be paid by non-school nutrition funds. Vendors must pursue penalty collection from the local board of education funds.

If any agreement results from this bid invitation, the City shall be bound hereunder only to the extent of funds available or which may hereafter become available for the purpose of this agreement.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or

Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

VENDOR PERFORMANCE

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, the City of Kingsport may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

BREACH - A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the City may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;

2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the City determines that the Vendor has cured the breach, shall not be paid to the Vendor until the Vendor has cured the breach;
3. Set off against any other obligation the City may owe to the Vendor any damages the School System suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the City of Kingsport shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

In the event the contract is terminated for due cause by the City, the City shall have the option of awarding the contract to the next lowest bidder or re-bidding.

CONTRACT TERMINATION FOR CONVENIENCE

The City of Kingsport may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City. The City must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

- 1) No employee, officer or agent of The City of Kingsport shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - a. The employee, officer or agent
 - b. Any member of the immediate family
 - c. His or her partner

- d. An organization which employs or is about to employ one of the above.
- 2) City of Kingsport employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- 3) Penalties for violation of the code of conduct shall be:
- Reprimand by the governing body;
 - Dismissal by governing body;
 - Any legal action necessary.

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan Issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14.
- The successful vendor shall be required to conduct criminal background checks on all individuals who may come on school property as required by T.C.A § 49-5-413(d).
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

BUY AMERICAN REQUIREMENT

The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note this rule applies to "Private Labels" as well as other labels. The legislation defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. The City of Kingsport School Nutrition Services Program requests that vendors denote on their bid document products that do not meet this requirement by

putting an asterisk to the left of the item number on the bid document and listing the item with the vendor item name and code, country of origin, and reason why Buy American is not possible on the Buy American Waiver.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.



2019-2020 School Calendar

Features 178 instructional days
 7 In-Service Days (Includes Convocation)
 6 Administrative Days (Includes 2 Parent Teacher Conference Days)
 4 Banked Snow Days

Teacher Work Days (no student attendance)

New Teacher Orientation	TBD
In-service Day	July 29
Faculty Convocation	July 30
In-service Day	July 31
Administrative Days	Aug. 1-2
Parent/Teacher Conference Day	Sept. 13
In-service Day	Oct. 4
In-service Day	Jan. 6
Parent/Teacher Conference Day	Feb. 7
In-service Day	Mar. 13
Administrative Day	May 22
In-service Day	May 26

School Dismissal Days (no student or teacher attendance)

Labor Day	Sept. 2
Fall Break	Oct. 14-18
Thanksgiving Break	Nov. 27-29
Winter Break	Dec. 23- Jan. 3
MLK Day	Jan. 20
Spring Break	Mar. 23-27
Spring Holiday	Apr. 10

Testing Dates (tbd)

TCAP

1st Semester EOC

2nd Semester EOC

Return to School Dates (for students)

First Semester	Monday, Aug. 5, 2019
Second Semester	Tuesday, Jan. 7, 2020

July						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30	31			

August						
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September						
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						19

October						
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						17

November						
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December						
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						15

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						18

February						
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						19

March						
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29	30	31				
						16

April						
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26	27	28	29	30		
						21

May						
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24	25	26	27	28	29	30
31						15

June						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

<input type="checkbox"/> Admin. Day	<input type="checkbox"/> In-service Day	<input type="checkbox"/> No School	<input type="checkbox"/> 1st Day of School	<input type="checkbox"/> Early Dismissal	<input type="checkbox"/> TCAP Tests (Turnkey)	<input type="checkbox"/> Parent Conference Day	<input type="checkbox"/> D-B Graduation
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Report Card Distribution

Sept. 5 Progress	Oct. 10	Nov. 14 Progress	Jan. 9	Feb. 6 Progress	March 19	April 23 Progress	May 21
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Approved 2019-2020 Calendar
 (10/11/18)



AGENDA ACTION FORM

Dozer Rental for Landfill

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

Action Form No.: AF-185-2021
 Work Session: June 14, 2021
 First Reading: NA

Final Adoption: June 15, 2021
 Staff Work By: Committee
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 26, 2021 for rental of a D6 dozer or equivalent to be used in the daily operations of the C & D Landfill. The bid package was crafted to allow the City to rent the dozer for a period not to exceed 12 months. This timeframe will allow staff time to work thru insurance and procurement processes to either repair or replace the City dozer that caught fire in March of 2021. Rental of this equipment is necessary to assist with the cell closure in process, as well as perform day to day operations required by our permit to keep the landfill operational. Staff recommends awarding the bid of a Caterpillar D6T dozer to Stowers Machinery for an amount not to exceed \$132,700.

Funding is available and identified in DL2000.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Pictures

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE RENTAL OF A
D6 DOZER TO STOWERS MACHINERY CORPORATION TO.
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
RENTAL AGREEMENT FOR THE SAME

WHEREAS, in March 2021, a dozer caught fire at the C& D Landfill, located on Brookside Drive; and

WHEREAS, bids were opened on May 26, 2021 for rental of a D6 dozer or equivalent to be used in the daily operations of the C & D Landfill; and

WHEREAS, the bid package was crafted to allow the city to rent the dozer for a period not to exceed 12 months, which will allow staff time to work thru insurance and procurement processes to either repair or replace the dozer that caught fire; and

WHEREAS, rental of this equipment is necessary to assist with the cell closure in process, as well as perform day to day operations required by our permit to keep the landfill operational; and

WHEREAS, staff recommends awarding the bid of a Caterpillar D6T dozer to Stowers Machinery Corporation for an amount not to exceed \$132,700.00 for the year; and

WHEREAS, funding is available and identified in DL2000.

Now therefore,

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

SECTION I. That the bid for the rental of 1 (one) Caterpillar D6T dozer from Stowers Machinery Corporation, at a total year rental cost not to exceed \$132,700.00, and the city manager is authorized to execute a Rental Agreement for same.

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID OPENING MINUTES

May 26, 2021

4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

CITY OF KINGSPORT LANDFILL DOZER RENTAL		
Vendor:	Total Cost:	Comments:
Stowers Machinery	\$132,700.00	Insurance must be provided. Cleaning and damages to be paid by customer.

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





Stowers



STOWERS MACHINERY CORPORATION

<http://www.stowerscat.com>

RENTAL AGREEMENT

SOLD TO

CITY OF KINGSPORT
225 W CENTER ST
KINGSPORT TN

SHIP TO

CITY OF KINGSPORT LANDFILL
C&D LANDFILL LOCATED ON BROOKSIDE
37660-4285LANE.

CUSTOMER IS RESPONSIBLE FOR DAMG.

INVOICE NUMBER	INV DATE	CUST #		CUSTOMER ORDER NUMBER		STORE	DIV	SLSMN	TERMS	PAGE
	6/02/21	427645				00	G	504	2	1
AGREEMENT #	AGMNT. DATE	PC	LC	MC	SHIP VIA	RETURN#	RETURN/PICKUP DATE & TIME			
K50651	6/02/21			10						
MAKE	MODEL	EQUIPMENT SERIAL NUMBER			MACHINE NUMBER	METER READING		EQUIP ID NUMBER		
AA	D6T	0GMK00432 CAT00D6TEGMK00432				4,492.0		GMK00432		

CUSTOMER CONTACT: BRENT MORELOCK

PHONE: 423.229.9315

ITEM	QTY	RENTAL RATE	PERIOD
IDNO: GMK00432 MODEL: D6T	1.0	11,000.00	4 WEEK
SERIAL NUMBER: 0GMK00432		.00	WEEK
PIN: *CAT00D6TEGMK00432*		.00	DAY
DESC: MEDIUM DOZER D6/D8			
TIME OUT: 07:16	DATE OUT: 6/02/21	EXPECTED RETURN DATE: 6/30/21	
METER OUT: 4492.0			

THE FUEL TANK ON THIS UNIT WAS FULL WHEN IT LEFT
OUR YARD. TO AVOID A REFUELING CHARGE, PLEASE
RETURN THE UNIT WITH A FULL TANK OF FUEL.

* * * * *

MISCELLANEOUS CHARGES

EQUIPMENT DELIVERY BY STOWERS	1	350.00
EQUIPMENT PICKUP BY STOWERS	1	350.00

IMPORTANT AGREEMENT NOTES AND TERMS

This order is subject to the following terms and conditions:

The rental amounts and other financial information set forth herein are the Lessor's best estimates, and are subject to change by the Lessor at the time that the Lease Equipment Agreement is signed by the Lessor and Lessee. By signing this Order, the Lessee is committing to lease the equipment from the Lessor pursuant to the rental and other financial information set forth in this Order, such rental and other financial information (subject to good faith changes by the Lessor) to be incorporated in the Equipment Lease Agreement to be signed by the Lessor and the Lessee. WITHOUT LIMITING THE TERMS OF THIS ORDER OR THE EQUIPMENT LEASE AGREEMENT TO BE EXECUTED BETWEEN THE LESSOR AND THE LESSEE, THE LESSEE RECOGNIZES THAT EXCEPT SOLELY FOR THE EXPRESS WARRANTY THAT MAY BE PROVIDED BY THE LESSOR TO THE LESSEE PURSUANT TO EITHER THE LESSOR'S VALUE ASSURANCE OR THE LESSOR'S LIMITED WARRANTY (AND THEN ONLY TO THE EXTENT THAT THE VALUE ASSURANCE OR LIMITED WARRANTY IS IN WRITING AND SIGNED BY THE LESSOR AND THE LESSEE), THE LESSOR NEITHER MAKES NOR PROVIDES ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS, IMPLIED OR OTHERWISE CREATED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES AS TO THIS LEASE OR ANY ASPECT OF THE SUBJECT EQUIPMENT, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY AND ANY REPRESENTATIONS OR WARRANTIES THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE. FURTHER, WITHOUT LIMITING OR COMPROMISING THE FOREGOING IN ANY RESPECT, THE LESSOR DOES NOT ASSUME ANY RESPONSIBILITY UNDER ANY CATERPILLAR WARRANTY THAT MAY BE PROVIDED TO THE LESSEE RELATIVE TO THE EQUIPMENT.

SIX LOCATIONS TO SERVE YOU

East Knoxville

6301 Old Rutledge Pike
Knoxville, TN 37924

West Knoxville

10644 Lexington Drive
Knoxville, TN 37932

Chattanooga

4066 South Access Road
Chattanooga, TN 37406

Tri-Cities

9960 Airport Parkway
Kingsport, TN 37663

Crossville

215 Interchange Drive
Crossville, TN 38515

Sevierville

1825 Veterans Boulevard
Sevierville, TN 37862

Customer Signature

Date

Staff Initials

CUSTOMER COPY



AGENDA ACTION FORM

Issue a Blanket Order to Tennessee Book Company for FY22 Textbook Purchases

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

Action Form No.: AF-168-2021
 Work Session: June 14, 2021
 First Reading: NA

Final Adoption: June 15, 2021
 Staff Work By: Committee
 Presentation By: D. 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 to ensure 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. All textbook orders are entered on the Tennessee Book Company System for all grades. Approximately \$250,000.00 will be allocated for textbook purchases during FY22.

Funding for FY22 textbook purchases will come from various textbook budget accounts 141-71**-711-0449.

Attachments:

- Resolution

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF
REPLACEMENT TEXTBOOKS BY THE KINGSPORT CITY
SCHOOL SYSTEM FOR FISCAL YEAR 2022 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 books from the Tennessee Book Company in a centralized, blanket order for all grades at all schools for FY22, at a cost of \$250,000.00; 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 as designated by the State Board of Education for all grades in the Kingsport City School System for FY22, from Tennessee Book Company in the amount of \$250,000.00 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 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Enter into an Agreement with Thompson & Litton for Architectural & Engineering Services for the Re-Roofing of Dobyys-Bennett High School

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

Action Form No.: AF-184-2021
 Work Session: June 14, 2021
 First Reading: NA

Final Adoption: June 15, 2021
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution

Executive Summary:

Based on the recommendation of Thompson & Litton's conditions report the Schools Administration is recommending to enter into an agreement with Thompson & Litton for Architectural & Engineering Services to re-roof Dobyys-Bennett High School.

The estimated construction cost for this project is \$5,227,774.00. However, the construction market is volatile at this time. The fee for these services is \$313,666.44 and it is anticipated to take 75 days to be ready to advertise for bids after the agreement is fully executed. Project completion is estimated to take 30 months after the Notice to Proceed is issued.

Funding is identified in Project GP2111.

Attachments:

1. Resolution
2. Proposal

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THOMPSON & LITTON FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RE-ROOFING OF DOBYNS-BENNETT HIGH SCHOOL AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City School's administration has been advised by architectural firm Thompson & Litton the roof of Dobyns-Bennett High School needs to be replaced; and,

WHEREAS, the Schools Administration recommends entering into an agreement with Thompson & Litton for architectural & engineering services as part of the process to re-roof Dobyns-Bennett High School; and

WHEREAS, the fee for these services is \$313,666.44, and it is anticipated to take 75 days to be ready to advertise for bids after the agreement is fully executed, with the project completion estimated to take 30 months after the Notice to Proceed is issued; and

WHEREAS, funding is identified in Project GP2111.

Now therefore,

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

SECTION I. That an agreement with Thompson & Litton for Architectural & Engineering Services to re-roof Dobyns-Bennett High School in the amount of \$313,666.44, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Thompson & Litton for Architectural & Engineering Services as part of the process to re-roof Dobyns-Bennett High School in the amount of \$313,666.44 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**THOMPSON
& LITTON** EST.
1956
ENGINEERS ARCHITECTS

May 24, 2021

Mr. Brent Morelock, CPPO, CPPB
Procurement Manager
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

Re: Re-Roofing of Dobyons-Bennett High School
Architectural and Engineering Services
T&L Project #:16052

Dear Mr. Morelock:

Pursuant to our recent conversations and emails with you and David Frye, we understand that Kingsport City Schools (Client, KCS) wishes to proceed with re-roofing at Dobyons-Bennett High School (DBHS), excluding the gymnasium dome, based upon recommendations in Thompson & Litton's October 2020 Conditions Report. We further understand that the budget for the construction is \$5,227,774.00. KCS desires that the project re-roofing be completed by June 2024. The construction and bidding market environment are currently volatile regarding material availability, lead times, and the availability of labor resources. The combination of these volatile conditions can cause unanticipated cost increases and delays. We are submitting this proposal for professional Architectural and Engineering services for aforementioned project scope. Our services include:

1. A teleconference meeting with the City of Kingsport and Kingsport City Schools (Client) representatives to review the project scope and refine schedule.
2. Thompson & Litton's (T&L) team of an architect and an engineer will perform additional non-invasive observations of the buildings roof conditions. The site visit will include gathering information of roofing details.
3. T&L professional services for the re-roofing includes preparation of bidding and construction documents, assistance during advertising and bidding, and construction contract administration. Our proposed lump sum fee for these services is \$313,666.44 which is 6% of the estimated construction cost, excluding reimbursable expenses for mileage, meals, authorized overnight travel, newspaper advertising and bid set printing. We are prepared to commence our services as soon as an agreement is executed. T&L anticipates the project being ready for advertising for bids in approximately 75 days. Our scope of services includes eight site visits/meetings during design, two site visits during bidding/procurement, and 42 site visits during construction over a period of 30 months. Our scope excludes inspecting for hazardous materials and abatement design.



Mr. Brent Morelock, CPPO, CPPB
May 24, 2021
Page 2

4. T&L estimates that reimbursable expenses for mileage, meals, authorized overnight travel, newspaper advertising and bid set printing will not exceed \$2,000.00
5. The Client will provide access to the school and spaces upon reasonable advanced notice from T&L. We will also request copies of as-built or original construction drawings, asbestos management reports, roof warranties, maintenance histories, and equipment warranties. The assistance of Client maintenance or facilities staff in unlocking doors, ladder(s), and access would be helpful and appreciated.

T&L further understands that the Client's attorney will prepare a new AIA Document B101 – 2017 Standard Form of Agreement Between Owner and Architect (Agreement). The Agreement will include the details regarding our scope of basic services, supplemental services, and compensation.

We look forward to providing architectural and engineering services to the City of Kingsport and Kingsport City Schools.

Sincerely,

Carl C. Gutschow, AIA, NCARB, LEED AP
Director of Architecture/Associate



AGENDA ACTION FORM

Amendment to Permanent Easement Agreement for MeadowView Convention Center

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

Action Form No.: AF-197-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: Borders
 Presentation By: Borders

Recommendation:

Approve the Resolution

Executive Summary:

- Permanent easement exists to provide access for hotel guests and employees to various parts of the convention center.
- The City of Kingsport is compensated for this permanent easement by a room surcharge based on room revenues. The calculation of the surcharge has been amended several times since the original agreement in 1995.
- The proposed amendment causes the surcharge to be calculated at 2% of gross room revenue for 305 rooms rather than the modified room calculation of 195 per a prior amendment dated May 26, 2011.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE
PERMANENT EASEMENT AGREEMENT WITH KINGSPORT
HOTEL, LLC AND AUTHORIZING THE MAYOR TO EXECUTE
THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER
TO EFFECTUATE THE PURPOSE OF THE AMENDMENT TO
THE EASEMENT AGREEMENT

WHEREAS, the city has a permanent easement agreement with Kingsport Hotel, LLC pertaining to the MeadowView Conference, Resort and Convention Center; and

WHEREAS, the city currently receives a percentage of the gross room revenues from the hotel operation pursuant to an amendment to the Lease Agreement, said amendment effective beginning January 2, 2011; and

WHEREAS, the parties would like to amend the calculation of gross room revenues to be received by the city.

Now therefore,

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

SECTION I. That an amendment to the permanent easement agreement with Kingsport Hotel, LLC pertaining to the fee for gross room revenue paid to the city 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 easement agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the amendment to the lease agreement with Kingsport Hotel, LLC, said amendment being generally as follows:

Amendment to Permanent Easement

This amendment further amends the Permanent Easement Agreement, dated January 31, 1995, as previously amended (the "Agreement"), by and between Kingsport Hotel L.L.C. (the "Owner") and the City of Kingsport, Tennessee (the "City").

The Owner and the City agree to amend the Agreement as follows:

1. For a 3 year period effective January 1, 2020, and ending December 31, 2022, the Percentage Fee (as set out in section 6.1) shall be 2% of gross room revenue based on occupancy of up to 305 rooms. Absent any mutual written agreement to further modify the Percentage Fee and beginning January 1, 2023, the Percentage Fee will revert to 2% of the Modified Gross Room Revenues as that term is described in a prior amendment dated May 26, 2011.

2. No other amendment is intended or implied. Both parties warrant and represent that the signatories hereto have taken all necessary approval actions and therefore have the binding authority to execute this amendment.

(Signatures omitted for inclusion in Resolution)

SECTION III. That the board finds 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 the date of its adoption, the public welfare requiring it.

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Utility Relocation Contract(s) for the Main Street Redevelopment Project

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

Action Form No.: AF-201-2021
 Work Session: June 14, 2021
 First Reading: NA

Final Adoption: June 15, 2021
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

As we proceed with the development of the street rebuild and streetscape on Main Street the City is requesting the current overhead utilities be relocated to underground. This is necessary for the project to be constructed, and involves each utility, Centurylink and Charter, to relocate their assets located on public highway right-of-way and also located on private utility right-of-way.

Therefore it is requested to enter into separate contracts with Centurylink, and Charter Communications for the relocation of their overhead utilities to underground. The City will reimburse each utility in an estimated total amount of \$212,000.00 through the TDOT STBG Grant for the overall roadway project. The City of Kingsport will be reimbursed 80% of this cost.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING UTILITY RELOCATION CONTRACTS WITH CENTURYLINK AND CHARTER COMMUNICATIONS, INC. FOR THE MAIN STREET REDEVELOPMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACTS

WHEREAS, the city would like to enter into Utility Relocation Contracts with CenturyLink and Charter Communications, Inc. which is necessary for the development of the street rebuild and streetscape project on Main Street; and

WHEREAS, the contracts requests the relocation of the utility lines to underground, and will allow for the city to reimburse each utility in an amount of \$212,000.00; and

WHEREAS, the city will then be reimbursed through the Tennessee Department of Transportation (TDOT) STBG grant for 80% of the costs of the relocations; and

WHEREAS, funds for the contracts are available in GP1516- 311 0000 601 9003.

Now therefore,

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

SECTION I. That the Utility Relocation Contract with both CenturyLink and Charter Communication, Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Utility Relocation Contract with both CenturyLink and Charter Communication, Inc. 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 contract being generally as follows:

UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into by and between the **CITY OF KINGSFORT**, hereinafter called "CITY", and _____, hereinafter called the "UTILITY".

WITNESSETH:

WHEREAS, CITY plans to construct PIN Number 123325.00, *Main Street Kingsport Rebuild and Streetscape Project* extending from the intersections of Clay Street and Main Street to Main Street and East Sullivan Street located in Kingsport, Sullivan County, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the UTILITY to relocate certain of its facilities, _____ percent of which are located on public right-of-way and _____ percent of which are located on private UTILITY right-of-way; and

WHEREAS, the UTILITY has furnished CITY with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of \$_____, including the amount of \$_____ for the cost of engineering, which may be inclusive of preliminary engineering authorized on [Month] [Day], [Year]; including the amount of \$_____ for the cost of inspection provided by the UTILITY; including the amount of \$_____ for the cost of betterment to the UTILITY's facilities (hereinafter called the "Betterment Cost"), and including the amount of \$_____ for deposit for the UTILITY work in the contract, and of which _____ percent represents

the pro-rata share to which the UTILITY is entitled to reimbursement for relocation of UTILITY facilities located on private UTILITY right-of-way, and _____ percent represents the pro-rata share for relocation of UTILITY facilities located on public right-of-way, reimbursement being for the cost of construction, engineering, and inspection on private UTILITY right-of-way, but excluding inspection on public highway right-of-way, betterment, and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, CITY is liable for the relocation of UTILITY facilities located on private UTILITY right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any UTILITY betterment costs; and

WHEREAS, the parties want to enter into a contract to provide for the relocation of the UTILITY's facilities in conjunction with this project; and

WHEREAS, it is in the mutual interest of the parties that this UTILITY relocation work be performed together with the proposed project;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The UTILITY agrees that:

(a) The UTILITY will perform the UTILITY engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by CITY.

(b) It will develop the UTILITY engineering costs in accordance with the current provisions of 23 CFR §645.117.

3. The UTILITY agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference; provided, however, that provisions for review, approval, authorization and participation by the Federal Highway Administration set forth in 23 CFR Subpart 645A shall not apply to the extent that the Project is not a federal-aid project. The UTILITY acknowledges possession of 23 CFR Subpart 645A.

4. The UTILITY agrees to comply with all current, applicable provisions of the Guidelines for Government wide Debarment and Suspension of 2 CFR §180.355 through §180.365 which are incorporated herein by reference. The UTILITY acknowledges possession of 2 CFR Part 180 and the requirements of the attached FHWA Form 1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

5. The UTILITY agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the UTILITY agrees that all products used in the UTILITY's relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the UTILITY's relocation work are manufactured.

6. Subject to the provisions of this paragraph and as otherwise provided in this Contract, CITY agrees to reimburse the UTILITY for the UTILITY's reimbursable costs associated with the relocation of the UTILITY's facilities, as follows:

(a) The UTILITY shall perform any work in accordance with the estimate of cost and plans as approved by CITY and incorporated herein by reference. The estimate of cost and schedule of work are attached hereto as Exhibit "A".

(b) The UTILITY may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for CITY to generate this agreement. Costs incurred for preliminary engineering prior to the execution date of this agreement are eligible for reimbursement as long as they were incurred after the preliminary authorization date. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after consultant authorization.

(c) Any change in the approved estimate of cost or plans shall require the prior written approval of CITY. CITY agrees to review and, if acceptable, approve such requests for change in a timely manner, and CITY agrees to cooperate with the UTILITY to resolve, if possible, any objections CITY may have to such requested changes.

(d) CITY shall reimburse the UTILITY for such direct and indirect costs as are allowable under the current provisions of 23 CFR Subpart 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR Subpart 645A on a federal-aid project shall be ineligible for reimbursement by TDOT on this Project, whether it is or is not a federal-aid project.

(e) The UTILITY shall develop and record all costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract and as approved by TDOT.

(f) The UTILITY shall submit all requests for payment by invoice, in form and substance acceptable to CITY, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost

line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.

(g) The UTILITY may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of cost attached hereto as Exhibit "A" to this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.

(h) CITY shall, unless it has good faith and reasonable objections to the UTILITY's invoice for interim payment, use its best efforts to issue payment based on the UTILITY's invoice within forty-five (45) days after receipt. If, however, CITY has good faith and reasonable objections to the UTILITY's invoice(s) or any part thereof, CITY shall specifically identify those objections in writing to the UTILITY so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, CITY shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the UTILITY. All other reimbursable cost items set out in the UTILITY's invoice shall be paid by TDOT.

(i) Subject to the UTILITY's right to bill on an interim basis as described above, the UTILITY shall by invoice provide one final and complete billing of all costs incurred within one year following the completion of the UTILITY relocation work in its entirety. Otherwise, any previous payments to the UTILITY may be considered final, and the UTILITY may be deemed to have waived any claim for additional payments, except as CITY and UTILITY may have agreed otherwise in writing before the end of that year.

(j) The UTILITY's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by CITY, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice CITY's right to object to or question any invoice or matter in relation thereto. Such payment by CITY shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

(k) The UTILITY's invoice(s) shall include a Buy America certification attesting that all products used in the UTILITY's relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in paragraph 8 of this Contract.

7. The UTILITY agrees that its cost records will be subject to inspection at any reasonable time by representatives of CITY before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the UTILITY agrees to repay CITY such amount of ineligible costs included within payments made by CITY.

8. The UTILITY shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the UTILITY, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the UTILITY and shall be subject to audit at any reasonable time and upon reasonable notice by CITY, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.

9. In the event that funds are not appropriated or are otherwise unavailable, CITY reserves the right to terminate this Contract upon written notice to the UTILITY. Said termination shall not be deemed a breach of Contract by CITY. Upon receipt of the written notice, the UTILITY shall cease all work associated with the Contract, except as may be reasonably necessary to return the UTILITY's facilities to safe operation. Should such an event occur, the UTILITY shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 9 of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the UTILITY shall have no right to recover from CITY any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

10. The UTILITY agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the UTILITY, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the UTILITY's relocation work relating to this Contract. UTILITY shall bear the responsibility described herein on a primary and noncontributory basis and the UTILITY will not hold CITY responsible for any such claims. CITY shall include any and all officers and employees of the CITY acting within the scope of their employment.

In the event that CITY is sued for damages arising from acts, omissions, or negligence by the UTILITY or its employees, the UTILITY shall cooperate in CITY's defense. CITY shall give the

UTILITY written notice of any such claim or suit, and the UTILITY shall have full right and obligation to conduct the UTILITY's own defense thereof. Nothing contained herein shall be deemed to accord to the UTILITY, through its attorney(s), the right to represent CITY in any legal matter,

11. CITY shall have no liability except as specifically provided in this Contract.

12. This Contract may be modified only by a written amendment executed by the parties hereto.

13. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.

14. The UTILITY hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the UTILITY on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The UTILITY shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

15. The UTILITY shall comply with all applicable federal and state laws and regulations as well as local ordinances and codes in the performance of its duties under this Contract. The UTILITY agrees that failure of the UTILITY to comply with this provision may subject the UTILITY to the repayment of all State funds expended, under this Contract.

16. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.

17. The parties hereto, in the performance of this contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

18. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The UTILITY acknowledges and agrees that any rights or claims against CITY its officials or employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Governmental Tort Liability Act codified at Tenn. Code Ann. § 29-20-101, *et. seq.* Additionally, in the event of any claim or dispute between City and UTILITY which cannot be resolved through mutual agreement litigation shall only be pursued in the state courts situated in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. UTILITY hereby consents to the jurisdiction and venue of those courts named herein.

19. If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

20. This Agreement shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed agreement differs in any respect from any previous draft hereof.

21. This Agreement may be executed in one or more counterparts by CITY and UTILITY. If so executed the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

22. CITY and the UTILITY agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by electronic mail (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

[Notice Information and 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 contract, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Release of All Claims for Cherokee Insurance Company and Its Insured Danny Herman Trucking and David Smith for Payment for Damages to City Fire Station 6 Due to a Vehicle Crash on November 11, 2020 on Fort Henry Drive

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

Action Form No.: AF-198-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: John Burkholder
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution

Executive Summary:

On November 11, 2020, Mr. David Smith of Danny Herman Trucking was operating a motor vehicle insured by Cherokee Insurance Company on Fort Henry Drive when he backed his tractor trailer into a brick wall on the front side of City Fire Station 6 at 4598 Fort Henry Drive. The wall sustained damage to the brick veneer. A repair estimate was obtained from Armstrong Construction to repair the building to its pre-loss condition for \$1,312.00.

Mr. Smith, driving for Danny Herman Trucking, has auto insurance with Cherokee Insurance Company. The city is being asked to accept \$1,312.00 for the repair.

Attachments:

1. Resolution
2. Cherokee Insurance Company Release
3. Armstrong Construction Repair Estimate

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE FROM CHEROKEE INSURANCE COMPANY FOR PROPERTY DAMAGE TO KINGSPORT FIRE STATION 6 ON FORT HENRY DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

WHEREAS, on November 11, 2020, David Smith driving for Danny Herman Trucking backed a tractor trailer into a brick wall at the front of Fire Station 6, causing damage to the brick veneer in the amount of \$1,312.00; and

WHEREAS, Danny Herman Trucking has automobile insurance with Cherokee Insurance Company; and

WHEREAS, Cherokee Insurance Company has offered to pay \$1,312.00 for the damages to the brick wall; provided the city executes a release that will release the insurance company, Danny Herman Trucking and Mr. Smith from any further liability;

WHEREAS, the City has an estimate from Armstrong Construction to repair the building to its pre-loss condition for \$1,312.00; and

WHEREAS, the offer to settle is presented to the board for its consideration.

Now therefore,

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

SECTION I. That the Property Damage Only Release in the amount of \$1,312.00 from Cherokee Insurance Company for damage to Fire Station 6 which occurred on November 11, 2020, at 4598 Fort Henry Drive 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, a Property Damage Only Release from Cherokee Insurance Company for damage to Fire Station 6 that occurred on November 11, 2020 at 4598 Fort Henry Drive and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said Release being as follows:

PROPERTY DAMAGE ONLY RELEASE

KNOW ALL BY THESE PRESENT, THAT The City of Kingsport for and in consideration of the payment to The City of Kingsport Tennessee, in the amount of One Thousand Three Hundred and Twelve Dollars and Zero Cents (\$1,312.00), I being of lawful age, do hereby release, acquit and forever discharge Danny Herman Trucking/ David Smith / Cherokee Insurance Company and all other persons, firms and corporations who might be liable of and from any and all claims, actions, causes of action, demands, rights, costs, loss of services, loss of use, expenses and compensation, including any and all liens and rights of subrogation, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any kind and all known and unknown, foreseen and unforeseen property damage and the consequences thereof

resulting or to result from the accident, casualty or event which occurred on or about the **11th day of November 2020** at or near **4598 Fort Henry Drive, Kingsport, TN.**

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of **Danny Herman Trucking/ David Smith / Cherokee Insurance Company** by whom liability is expressly denied.

This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual and not a mere recital.

[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 release set out herein that do not substantially alter the material provisions of the release, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

☐ SEXUAL ASSAULT OFFENSE

INCIDENT LEVEL

☐ MULTI AGENCY☐ JUVENILE

INCIDENT REPORT										REPORT NUMBER: 20-023737										
KINGSPORT POLICE DEPARTMENT										ORI# TN0820200										
200 SHELBY STREET										DATE FROM: 11/11/2020 TIME: 19:38										
										DATE TO: 11/11/2020 TIME: 19:38										
										REPORTED DATE: 11/11/2020 TIME: 19:56										
ADMIN	LOCATION: 4598 Fort Henry Dr Kingsport,, TN 37663										BRIEF DESCRIPTION OF INCIDENT Memo: Property Damage/Misc									
	OFFENSE TRACT ZONE 7		DISPOSITION NOT CLEARED			CASE STATUS 3		EXCEPTIONAL CLEARANCE CODE			EXC CLEAR DATE		INVESTIGATED BY OUTSIDE AGENCY							
OFFENSE	UCR CODE 91Z		OFFENSE Memo: Property Damage/Misc					DEPT CODE 91Z-21		RELATED TO TCA#		COUNTS 1		F/M						
	BIAS MOTIVATION 88		PREMISE TYPE		TYPE OF RESIDENCE		OFFENSE STATUS		<input checked="" type="checkbox"/> COMPLETED		OFFENDER USED		<input type="checkbox"/> ALCOHOL <input type="checkbox"/> DRUGS <input type="checkbox"/> COMPUTER							
	BURGLARY ONLY <input type="checkbox"/>		FORCED ENTRY <input type="checkbox"/>		HOSTAGE INVOLVED? <input type="checkbox"/>		ALARM STATUS		NO OF PREMISES ENTERED		POINT OF ENTRY 1		2 3							
	INSTRUMENT USED: 1 2 3		CRIMINAL ACTIVITIES 1 2 3		EVIDENCE AT SCENE 1 2 3		WEAPON/ FORCE INVOLVED: 1 2 3		ACTS INVOLVED? 1 2 3		<input type="checkbox"/> CARGO THEFT		<input type="checkbox"/> DRUG RELATED <input type="checkbox"/> IDENTITY THEFT							
	UCR CODE		OFFENSE					DEPT CODE		RELATED TO TCA#		COUNTS		F/M						
OFFENSE	BIAS MOTIVATION		PREMISE TYPE		TYPE OF RESIDENCE		OFFENSE STATUS		<input type="checkbox"/> COMPLETED		OFFENDER USED		<input type="checkbox"/> ALCOHOL <input type="checkbox"/> DRUGS <input type="checkbox"/> COMPUTER							
	BURGLARY ONLY <input type="checkbox"/>		FORCED ENTRY <input type="checkbox"/>		HOSTAGE INVOLVED? <input type="checkbox"/>		ALARM STATUS		NO OF PREMISES ENTERED		POINT OF ENTRY 1		2 3							
	INSTRUMENT USED: 1 2 3		CRIMINAL ACTIVITIES 1 2 3		EVIDENCE AT SCENE 1 2 3		WEAPON/ FORCE INVOLVED: 1 2 3		ACTS INVOLVED? 1 2 3		<input type="checkbox"/> CARGO THEFT		<input type="checkbox"/> DRUG RELATED <input type="checkbox"/> IDENTITY THEFT							
	UCR CODE		OFFENSE					DEPT CODE		RELATED TO TCA#		COUNTS		F/M						
	BIAS MOTIVATION		PREMISE TYPE		TYPE OF RESIDENCE		OFFENSE STATUS		<input type="checkbox"/> COMPLETED		OFFENDER USED		<input type="checkbox"/> ALCOHOL <input type="checkbox"/> DRUGS <input type="checkbox"/> COMPUTER							
OFFENSE	BURGLARY ONLY <input type="checkbox"/>		FORCED ENTRY <input type="checkbox"/>		HOSTAGE INVOLVED? <input type="checkbox"/>		ALARM STATUS		NO OF PREMISES ENTERED		POINT OF ENTRY 1		2 3							
	INSTRUMENT USED: 1 2 3		CRIMINAL ACTIVITIES 1 2 3		EVIDENCE AT SCENE 1 2 3		WEAPON/ FORCE INVOLVED: 1 2 3		ACTS INVOLVED? 1 2 3		<input type="checkbox"/> CARGO THEFT		<input type="checkbox"/> DRUG RELATED <input type="checkbox"/> IDENTITY THEFT							
	UCR CODE		OFFENSE					DEPT CODE		RELATED TO TCA#		COUNTS		F/M						
	BIAS MOTIVATION		PREMISE TYPE		TYPE OF RESIDENCE		OFFENSE STATUS		<input type="checkbox"/> COMPLETED		OFFENDER USED		<input type="checkbox"/> ALCOHOL <input type="checkbox"/> DRUGS <input type="checkbox"/> COMPUTER							
	BURGLARY ONLY <input type="checkbox"/>		FORCED ENTRY <input type="checkbox"/>		HOSTAGE INVOLVED? <input type="checkbox"/>		ALARM STATUS		NO OF PREMISES ENTERED		POINT OF ENTRY 1		2 3							
VICTIM	NAME Fire Station 6										STATEMENT <input type="checkbox"/>		HOME 423-229-9444		CELL					
	ADDRESS 4598 Fort Henry Dr Kingsport,, TN 37663										WORK		EMAIL							
	DOB		AGE		TO AGE		RACE		SEX		RESIDENT		ETHNICITY		SSN					
	EYE COLOR		HAIR COLOR		HEIGHT		WEIGHT		DLN		STATE		EMPLOYER							
	VICTIM TYPE GOVERNMENT				VICTIM IS COMPLAINANT <input type="checkbox"/>		AGG ASSAULT 1				AGG ASSAULT 2				JUST HOM CIRCUM					
	VICTIM IS: <input type="checkbox"/> OFFICER <input type="checkbox"/> STUDENT										SCHOOL NAME		OCCURRED ON CAMPUS <input type="checkbox"/>		DOMESTIC VIOLENCE <input type="checkbox"/>		TRANSPORTED TO SAFE PLACE			
	INJURIES (UP TO FIVE) <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> INTERNAL <input type="checkbox"/> TEETH <input type="checkbox"/> UNCONSCIOUS <input type="checkbox"/> LACERATIONS <input type="checkbox"/> BONES <input type="checkbox"/> OTHER																			
	RELATED OFFENSES: 1 2 3 4 5 6 7 8 9 10																			
	RELATION OF VICTIM TO OFFENDER(S): 1 2 3 4 5																			
	SMTS																			
	LEOKA TYPE				LEOKA VEHICLE				LEOKA ACTIVITY											
	SUSPECT	NAME										MONIKER		ARRESTED? <input type="checkbox"/>		HOME				
		ADDRESS										CELL		WORK						
		DOB		AGE		TO AGE		RACE		SEX		RESIDENT		ETHNICITY		SSN				
		EYE COLOR		HAIR COLOR		FACIAL HAIR		HEIGHT		WEIGHT		DLN		STATE						
CLOTHING				GANG NAME/AFFILIATION																
SMTS																				
RELATED OFFENSES: 1 2 3 4 5 6 7 8 9 10																				
REPORTING OFFICER 3314 B. Huening				PARTNER				REVIEWING OFFICER 2016 Summey, Steven				REVIEW DATE 11/12/2020								

PROPERTY/VEHICLE/DRUG
KINGSPORT POLICE DEPARTMENT

REPORT NUMBER: 20-023737

ORI# TN0820200

PROPERTY	UCR CODE	IBR STATUS 4	STATUS	CLASS 35	PROPERTY DESCRIPTION Fire ststion: Damage to brick on outside of building			
	MAKE Fire station		MODEL		SERIAL	COLOR	QTY 1	VALUE \$999.00
	RECOVERED VALUE	DATE RECOVERED		NCIC #	ENTERED BY		RELATED TO VICTIM 1 Fire Station 6	
	INSURANCE CARRIER			ADDRESS			PHONE	IF ARSON OCCURRED? <input type="checkbox"/>
PROPERTY	UCR CODE	IBR STATUS	STATUS	CLASS	PROPERTY DESCRIPTION			
	MAKE		MODEL		SERIAL	COLOR	QTY	VALUE
	RECOVERED VALUE	DATE RECOVERED		NCIC #	ENTERED BY		RELATED TO	
	INSURANCE CARRIER			ADDRESS			PHONE	IF ARSON OCCURRED? <input type="checkbox"/>
PROPERTY	UCR CODE	IBR STATUS	STATUS	CLASS	PROPERTY DESCRIPTION			
	MAKE		MODEL		SERIAL	COLOR	QTY	VALUE
	RECOVERED VALUE	DATE RECOVERED		NCIC #	ENTERED BY		RELATED TO	
	INSURANCE CARRIER			ADDRESS			PHONE	IF ARSON OCCURRED? <input type="checkbox"/>
VEHICLE	LICENSE PLATE J648HZ		STATE TN	TYPE Truck		MAKE Kenworth	MODEL AA	VIN 1XKYDP9X7LJ370672
	YEAR 2020	STYLE		COLOR White/Blue		DESCRIPTION		STATUS
	RECOVERED DATE		NCIC CLEARANCE		RECOVERED LOCATION		RECOVERED BY	STORED AT
	RELEASE DATE		RELEASED TO		RELEASED LOCATION		RELEASED BY	RELATED TO VICTIM 1 Fire Station 6
	LICENSE PLATE		STATE	TYPE		MAKE	MODEL	VIN
	YEAR	STYLE		COLOR		DESCRIPTION		STATUS
	RECOVERED DATE		NCIC CLEARANCE		RECOVERED LOCATION		RECOVERED BY	STORED AT
VEHICLE	LICENSE PLATE		STATE	TYPE		MAKE	MODEL	VIN
	YEAR	STYLE		COLOR		DESCRIPTION		STATUS
	RECOVERED DATE		NCIC CLEARANCE		RECOVERED LOCATION		RECOVERED BY	STORED AT
	RELEASE DATE		RELEASED TO		RELEASED LOCATION		RELEASED BY	RELATED TO
	LICENSE PLATE		STATE	TYPE		MAKE	MODEL	VIN
	YEAR	STYLE		COLOR		DESCRIPTION		STATUS
	RECOVERED DATE		NCIC CLEARANCE		RECOVERED LOCATION		RECOVERED BY	STORED AT
DRUG	DRUG CODE	DESCRIPTION			STATUS	QTY	MEASURE	COLOR
	LOCATION				# OF PLOTS	LATITUDE	LONGITUDE	# OF PLANTS
	<input type="checkbox"/> BUYING <input type="checkbox"/> CULTIVATING <input type="checkbox"/> DISTRIBUTING <input type="checkbox"/> EXPLOITING CHILDREN <input type="checkbox"/> OPERATING <input type="checkbox"/> POSSESSING <input type="checkbox"/> TRANSPORTING <input type="checkbox"/> USING							
DRUG	DRUG CODE	DESCRIPTION			STATUS	QTY	MEASURE	COLOR
	LOCATION				# OF PLOTS	LATITUDE	LONGITUDE	# OF PLANTS
	<input type="checkbox"/> BUYING <input type="checkbox"/> CULTIVATING <input type="checkbox"/> DISTRIBUTING <input type="checkbox"/> EXPLOITING CHILDREN <input type="checkbox"/> OPERATING <input type="checkbox"/> POSSESSING <input type="checkbox"/> TRANSPORTING <input type="checkbox"/> USING							
DRUG	DRUG CODE	DESCRIPTION			STATUS	QTY	MEASURE	COLOR
	LOCATION				# OF PLOTS	LATITUDE	LONGITUDE	# OF PLANTS
	<input type="checkbox"/> BUYING <input type="checkbox"/> CULTIVATING <input type="checkbox"/> DISTRIBUTING <input type="checkbox"/> EXPLOITING CHILDREN <input type="checkbox"/> OPERATING <input type="checkbox"/> POSSESSING <input type="checkbox"/> TRANSPORTING <input type="checkbox"/> USING							
DRUG	DRUG CODE	DESCRIPTION			STATUS	QTY	MEASURE	COLOR
	LOCATION				# OF PLOTS	LATITUDE	LONGITUDE	# OF PLANTS
	<input type="checkbox"/> BUYING <input type="checkbox"/> CULTIVATING <input type="checkbox"/> DISTRIBUTING <input type="checkbox"/> EXPLOITING CHILDREN <input type="checkbox"/> OPERATING <input type="checkbox"/> POSSESSING <input type="checkbox"/> TRANSPORTING <input type="checkbox"/> USING							

OFFENSES/OTHER PERSONS
KINGSPORT POLICE DEPARTMENT

REPORT NUMBER: 20-023737

ORI# TN0820200

OFFENSE	UCR CODE	OFFENSE				DEPT CODE	RELATED TO TCA#	COUNTS	F/M
	BIAS MOTIVATION	PREMISE TYPE	TYPE OF RESIDENCE	OFFENSE STATUS	<input type="checkbox"/> COMPLETED	OFFENDER USED	<input type="checkbox"/> ALCOHOL <input type="checkbox"/> DRUGS <input type="checkbox"/> COMPUTER		
	BURGLARY ONLY <input type="checkbox"/>	FORCED ENTRY	HOSTAGE INVOLVED? <input type="checkbox"/>	ALARM STATUS	NO OF PREMISES ENTERED	POINT OF ENTRY 1	2	3	
	INSTRUMENT USED: 1	2	3	CRIMINAL ACTIVITIES 1	2	3	EVIDENCE AT SCENE 1	2	3
	WEAPON/FORCE INVOLVED: 1	2	3	ACTS INVOLVED? 1	2	3	<input type="checkbox"/> CARGO THEFT	<input type="checkbox"/> DRUG RELATED	IDENTITY THEFT
OFFENSE	UCR CODE	OFFENSE				DEPT CODE	RELATED TO TCA#	COUNTS	F/M
	BIAS MOTIVATION	PREMISE TYPE	TYPE OF RESIDENCE	OFFENSE STATUS	<input type="checkbox"/> COMPLETED	OFFENDER USED	<input type="checkbox"/> ALCOHOL <input type="checkbox"/> DRUGS <input type="checkbox"/> COMPUTER		
	BURGLARY ONLY <input type="checkbox"/>	FORCED ENTRY	HOSTAGE INVOLVED? <input type="checkbox"/>	ALARM STATUS	NO OF PREMISES ENTERED	POINT OF ENTRY 1	2	3	
	INSTRUMENT USED: 1	2	3	CRIMINAL ACTIVITIES 1	2	3	EVIDENCE AT SCENE 1	2	3
	WEAPON/FORCE INVOLVED: 1	2	3	ACTS INVOLVED? 1	2	3	<input type="checkbox"/> CARGO THEFT	<input type="checkbox"/> DRUG RELATED	IDENTITY THEFT
OFFENSE	UCR CODE	OFFENSE				DEPT CODE	RELATED TO TCA#	COUNTS	F/M
	BIAS MOTIVATION	PREMISE TYPE	TYPE OF RESIDENCE	OFFENSE STATUS	<input type="checkbox"/> COMPLETED	OFFENDER USED	<input type="checkbox"/> ALCOHOL <input type="checkbox"/> DRUGS <input type="checkbox"/> COMPUTER		
	BURGLARY ONLY <input type="checkbox"/>	FORCED ENTRY	HOSTAGE INVOLVED? <input type="checkbox"/>	ALARM STATUS	NO OF PREMISES ENTERED	POINT OF ENTRY 1	2	3	
	INSTRUMENT USED: 1	2	3	CRIMINAL ACTIVITIES 1	2	3	EVIDENCE AT SCENE 1	2	3
	WEAPON/FORCE INVOLVED: 1	2	3	ACTS INVOLVED? 1	2	3	<input type="checkbox"/> CARGO THEFT	<input type="checkbox"/> DRUG RELATED	IDENTITY THEFT
OFFENSE	UCR CODE	OFFENSE				DEPT CODE	RELATED TO TCA#	COUNTS	F/M
	BIAS MOTIVATION	PREMISE TYPE	TYPE OF RESIDENCE	OFFENSE STATUS	<input type="checkbox"/> COMPLETED	OFFENDER USED	<input type="checkbox"/> ALCOHOL <input type="checkbox"/> DRUGS <input type="checkbox"/> COMPUTER		
	BURGLARY ONLY <input type="checkbox"/>	FORCED ENTRY	HOSTAGE INVOLVED? <input type="checkbox"/>	ALARM STATUS	NO OF PREMISES ENTERED	POINT OF ENTRY 1	2	3	
	INSTRUMENT USED: 1	2	3	CRIMINAL ACTIVITIES 1	2	3	EVIDENCE AT SCENE 1	2	3
	WEAPON/FORCE INVOLVED: 1	2	3	ACTS INVOLVED? 1	2	3	<input type="checkbox"/> CARGO THEFT	<input type="checkbox"/> DRUG RELATED	IDENTITY THEFT
OTHERS	INVOLVEMENT TYPE	NAME				MONIKER		HOME PHONE	
	<input type="checkbox"/> STATEMENT	COMPLAINANT						423-239-1110	
		ADDRESS						WORK PHONE	
		4598 Fort Henry Dr Kingsport,, TN 37663							
		EMAIL				DOB	SSN	CELL PHONE	
OTHERS	INVOLVEMENT TYPE	NAME				MONIKER		HOME PHONE	
	<input type="checkbox"/> STATEMENT	OTHER						WORK PHONE	
		ADDRESS						CELL PHONE	
		253 Knob Hill Ln Woodlawn,, VA 24381-5004						423-440-2428	
		EMAIL				DOB	SSN		
OTHERS	INVOLVEMENT TYPE	NAME				MONIKER		HOME PHONE	
	<input type="checkbox"/> STATEMENT							WORK PHONE	
		ADDRESS						CELL PHONE	
		EMAIL				DOB	SSN		
		OTHERS	INVOLVEMENT TYPE	NAME				MONIKER	
<input type="checkbox"/> STATEMENT							WORK PHONE		
	ADDRESS						CELL PHONE		
	EMAIL				DOB	SSN			
	OTHERS		INVOLVEMENT TYPE	NAME				MONIKER	
<input type="checkbox"/> STATEMENT								WORK PHONE	
		ADDRESS						CELL PHONE	
		EMAIL				DOB	SSN		

ADDITIONAL NARRATIVE
KINGSPORT POLICE DEPARTMENT

REPORT NUMBER: 20-023737

ORI# TN0820200

NARRATIVE TITLE
Report Narrative

Title Report Narrative

On 11/11/2020 around 19 55 hours, I Officer B Huening responded to Fire Station 6, 4598 Fort Henry Drive. Upon arrival I spoke with David Smith, whom advised that while he was backing his tractor trailer, he backed into a section of brick wall on the front side of Fire Station 6. I observed damage to the brick wall from approximately three feet off the ground to thirteen feet off the ground. The damage caused was cracked and broken bricks. I did not observe any damage to the trailer. Fire Station 6 employee, Brandon Stanley, stated no one at the station observed the incident. See attached photos.

NARRATIVE

REPORTING OFFICER

REVIEWING OFFICER

REVIEW DATE

Narrative/Case Notes

Reported: 11/11/2020 19:55

Reported By B. Huening

Narrative: On 11/11/2020 around 19:55 hours, I, Officer B. Huening responded to Fire Station 6, 4598 Fort Henry Drive. Upon arrival I spoke with David Smith, whom advised that while he was backing his tractor trailer, he backed into a section of brick wall on the front side of Fire Station 6. I observed damage to the brick wall from approximately three feet off the ground to thirteen feet off the ground. The damage caused was cracked and broken bricks. I did not observe any damage to the trailer. Fire Station 6 employee, Brandon Stanley, stated no one at the station observed the incident. See attached photos.

Photo

Subject: Property: Fire station Fire station

Lat./Long.: 36.4779542, -82.493078

Taken: 11/11/2020 19:56

Taken By B. Huening



Photo

Subject: Property: Fire ststion Fire station
Taken: 11/11/2020 19:56

Lat./Long.: 36.4779542, -82.493078
Taken By B. Huening



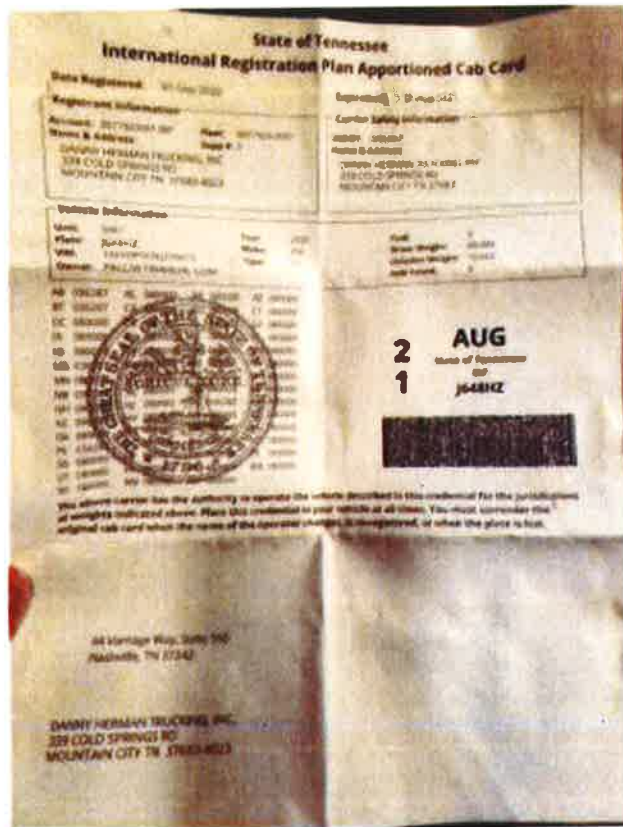
Photo

Subject:

Taken: 11/11/2020 19:56

Lat./Long.: 36.4779542, -82.493078

Taken By B. Huening



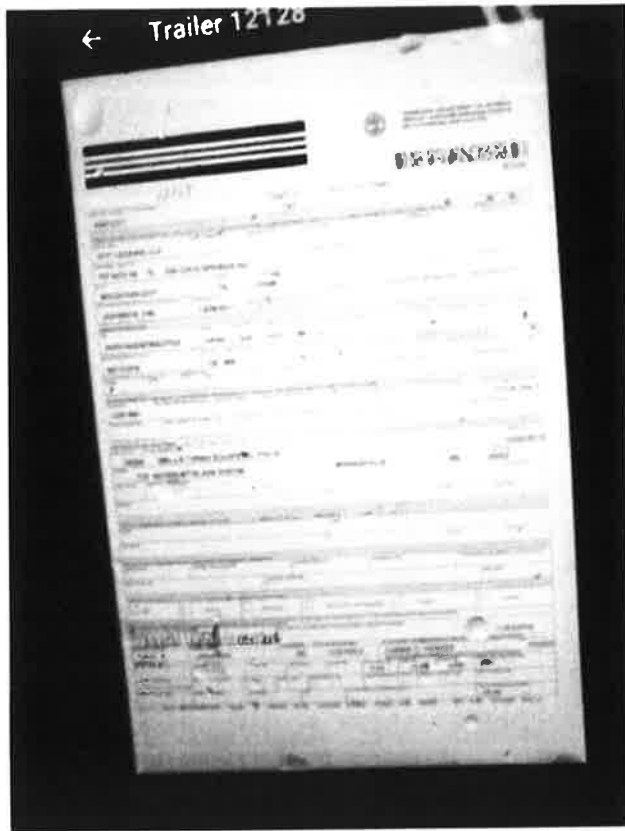
Photo

Subject:

Taken: 11/11/2020 19:56

Lat./Long.: 36.4779542, -82.493078

Taken By B. Huening



Photo

Subject:

Taken: 11/11/2020 19:56

Lat./Long.: 36.4779542, -82.493078

Taken By B. Huening



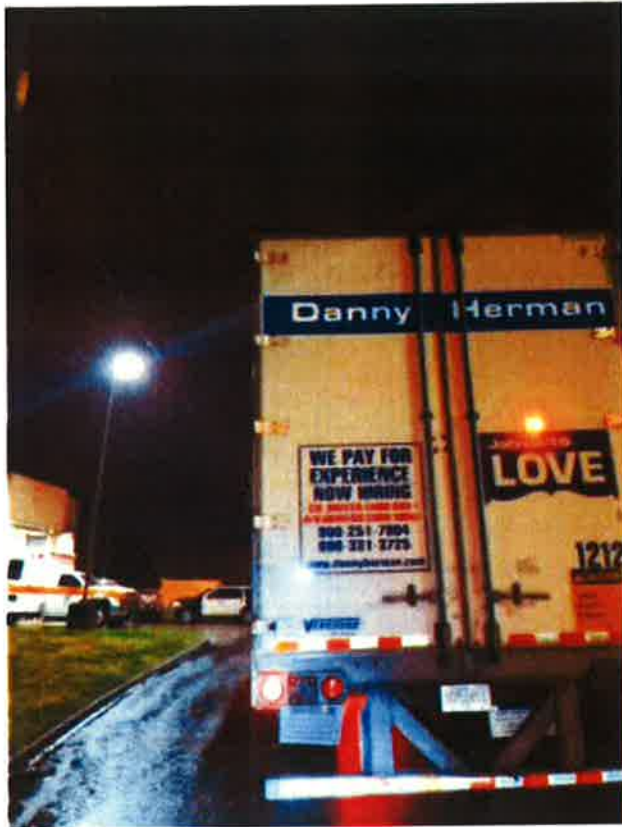
Photo

Subject:

Taken: 11/11/2020 19:56

Lat./Long.: 36.4779542, -82.493078

Taken By B. Huening



Photo

Subject:

Taken: 11/11/2020 19:56

Lat./Long.: 36.4779542, -82.493078

Taken By B. Huening



**as
ge**
armstrong construction

151 Shelby Street, P. O. Box 8, Kingsport, TN 37662
Telephone: 423/246-6185 • Fax: 423/246-7608

PROPOSAL

Submitted To Randy Salyer and John Burkholder		Phone 229-9353	Date 22 January 2021
Street 4598 Fairlane Drive		Job Name Fire Station #6 – Brick Veneer Repair - Revised	
City, State, Zip Code Kingsport, TN 37663		Job Location Kingsport, TN	
Architect n/a	Date of Plans n/a	Job Phone n/a	

We hereby submit a proposal for the following:

- Remove damaged thin brick veneer at (5) locations in the existing exterior wall
- Repair metal lath if necessary
- Install new thin brick veneer in damaged area; color to match
- Apply new mortar to brick veneer joints; color to match

Total: \$ 1,312.00

Exclusions and Clarifications:

- Project to be performed during normal business hours, Monday through Friday
- Project duration is expected to be no more than (2) working days, weather dependent
- Owner is to secure and store all existing loose items and materials in the project area before the work is to begin
- Armstrong Construction Company will remove all construction debris associated with this project before leaving the site.

We propose hereby to furnish labor and equipment complete in accordance with above specifications for the sum of:

One Thousand Three Hundred Twelve Dollars and 00/100

(\$ 1,312.00)

Payment to be made as follows:

Full payment is to be made ten (10) calendar days upon final billing of the project

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized
Signature: _____



Note: Armstrong Construction may withdraw this proposal if not accepted within 10 days.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____



AGENDA ACTION FORM

Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2010

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

Action Form No.: AF-159-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: Jackson Coleman
 Presentation By: Joe May

Recommendation:

Approve the Resolution

Executive Summary:

A reconciliation has been made of the taxes assessed for Tax year 2010. This includes not only ad valorem tax on real property; but, also personal property taxes as well as taxes on State Assessed Properties. Tax Accounts which are in Bankruptcy are also included. Unpaid Taxes on tangible and intangible business property are not turned over to the Clerk & Master to be included in the Delinquent Tax litigation process.

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

This year, a special effort will be made to have all of the properties having a lien, for demolition of a dilapidated structure or for maintenance of overgrown property, in a Tax Sale. The past lack of interest from bidders in such properties would indicate that the City will likely be the successful (probably only) bidder; but, will allow some disposition to be made by the City of these properties as surplus properties. This effort began this past year; but, did not reach fruition. The restrictions and policies developed in an effort to contain the spread of COVID-19 affected the process.

Each year as part of the final accounting, an adjustment is made to recognize uncollectible receivables. For the Fiscal Year ending June 30, 2021, the total ad valorem tax on real property that meets such criteria represents some 2/100's of one percent of the total tax levy. Conversely, 99.98% of the tax levy has been collected. Reconciliation has been made of all tax receivables, estimated uncollectible and deferred revenue accounts and it is recommended that this adjustment in the amount of \$45,133.68 be made.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2021 FOR THE TAX YEAR 2010 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

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

WHEREAS, the adjusted real, personal and public utility property tax levy for the tax year 2010 was \$32,224,949.13; and

WHEREAS, of that amount, a total of \$45,133.68 has not been collected; and

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

Now therefore,

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

SECTION I. That the City Recorder is hereby, authorized to reconcile and adjust delinquent real, personal and public utility property tax receivables in Fiscal Year 2021 in the amount of, \$45,133.68 for tax year 2010.

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Amend the Fee Resolution for FY 2022 Fees and Charges Provided for in the City Code

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

Action Form No.: AF - 190-2021
 Work Session: June 14, 2021
 First Reading: NA

Final Adoption: June 15, 2021
 Staff Work By: Angie Marshall
 Presentation By: Chris McCartt

Recommendation:

Approve the updated fee resolution.

Executive Summary:

This proposed resolution incorporates revisions based on changes made to **Chapter 14 – Animals**, **Chapter 22 - Building and Building Regulations**, **Chapter 54 – Library**, **Chapter 62 – Offenses and Nuisances**, **Chapter 66 – Parks and Recreation**, **Chapter 86 – Solid Waste** and **Chapter 102 – Utilities**. The attached word document highlights the amended language and fees. Staff recommends the BMA formally approve this resolution to set FY22 fees and charges accordingly.

Attachments:

1. Fee Resolution
2. Summary of changes

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

Chapter 14 – Animals *Removed in entirety – no longer a city function*

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

D.	Mechanical	
	3.	Mechanical Installers
(Added)	(a)	Examination fee..... \$20.00
	(b)	Mechanical contractor annual licensing fee..... \$50.00

Chapter 54 – Library

A.	Library User Fees	
(Added)	(e)	Charge per day each Playaway View or Launchpad \$5.00
	(f)	Charge if Playaway View or Launchpad is returned anywhere but to
	3.	Lost material fees
	(c)	Playaway View or Launchpad \$99.00
	(d)	Charging cord replacement for Playaway View or Launchpad \$14.00
(Added)	11.	Library of Things
	(a)	Overdue fine, per day \$5.00
	(b)	Maximum fine \$25.00
	(c)	Returning anywhere but to Library staff \$5.00
	(d)	Lost item..... Replacement cost

Chapter 62 – Offenses and Nuisances

A.	Sexual offender registration fee	\$150.00	\$200.00
B.	Violent sexual offender registration fee	\$150.00	\$200.00

Chapter 66 – Parks and Recreation

PARK AND RECREATION EVENTS/FACILITIES:

A.	Civic Auditorium Rental Fees	
(Deleted)	NOTE: Damage Deposit – 50% of rental fee may apply at the	
(Amended)	discretion of the Civic Auditorium Facility Management . 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 facility .	
(Amended)	2.	Main Auditorium Main Hall
(Deleted)	(f)	Volleyball/Basketball/Tennis, per hour
	(h)	Empty Auditorium Main Hall rental, per hour (2-hour minimum) \$30.00
	(i)	Main Auditorium Main Hall rentals, limited to 8-hour blocks
(Amended)	3.	Meeting/Party Rooms Side Rooms*
(Deleted)	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.	

	4.	Equipment rental	
		(f) V/VCR/DVD, (per event).....	\$20.00
		(g) Flip chart per event.....	\$20.00
		(h) White Board, per event.....	\$10.00
(Deleted)		(i) Overhead Projector.....	\$15.00
		(j) CD Projector and Screen, per event.....	\$40.00
		(k) Wi-Fi connection, per day.....	\$50.00
		Maximum charge per event.....	\$100.00
(Added)	6.	Tennis/Pickleball Session Fee (1 ½ hour blocks, per court).....	\$20.00
B.	V. O. Dobbins, Sr. Complex Room, Gym & Field Rental Fees		
(Added)	NOTE: Deposit – 50% of rental fee may apply at the discretion of Facility Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility. 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.	Douglas Room – (Includes Tables and Chairs)	
(Deleted)		(g) Damage Deposit – 50% of rental fee may apply at the discretion of the Landlord	
	4.	Gym Rentals	
	(a)	Gym #1 Rental – (Excludes Concession Rights)	
		(4) Tournament Rental Application Fee	\$25.00
(Added)		(5) Tournament Rental, per day (10-hour maximum).....	\$300.00
		(6) Each additional hour after 10	\$15.00
	5	(b) Gym #2 Rental – (Excludes Concession Rights)	
		(4) Tournament Rental Application Fee	\$25.00
(Added)		(5) Tournament Rental, per day (10-hour maximum).....	\$350.00
		(6) Each additional hour after 10	\$20.00
	7.	Equipment Fees	
	(a)	Tables, each per day.....	\$5.00
	(b)	Chairs, each per day.....	\$2.00
(Deleted)	(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
C.	Park Rentals		
(Added)	NOTE: Deposit – 50% of rental fee may apply at the discretion of Facility Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility. 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.		
(Amended)	4.	Riverfront Park Shelter* (3-hour minimum)	
	(a)	City resident, per hour, per shelter each	\$5.00 \$8.00
	(b)	City resident, per hour, per shelter each w/Sales/Tickets.	\$6.00 \$9.00
	(c)	Non-City resident, per hour, per shelter each.....	\$12.00 \$15.00
	(d)	Non-City resident, per hour, per shelter each w/Sales/Tickets	\$14.00 \$17.00

(Amended)	5.	Glen Bruce Park Gazebo* (3-hour minimum)	
	(a)	City resident, per hour, per shelter each	\$5.00 \$8.00
	(b)	City resident, per hour, per shelter each w/Sales/Tickets.....	\$6.00 \$9.00
	(c)	Non-City resident, per hour, per shelter each.....	\$12.00 \$15.00
	(d)	Non-City resident, per hour, per shelter each w/Sales/Tickets.....	\$14.00 \$17.00
(Added)	9.	Preston Forest Park Shelter	
	(a)	City resident, per hour, per shelter each.....	\$8.00
	(b)	City resident per hour, per shelter each, event with Sales/Tickets.....	\$9.00
	(c)	Non-City resident, per hour, per shelter each.....	\$15.00
	(d)	Non-City resident, per hour, per shelter each with Sales/Tickets.....	\$17.00
	13.	Brickyard Park	
	(a)	Per day (12-hour Maximum).....	\$100.00-120.00
	14.	Domtar Park	
	(a)	Per day (12-hour Maximum).....	\$100.00-120.00
	15.	Eastman Park at Horse Creek	
	(a)	Per day (12-hour Maximum).....	\$100.00-120.00
(Deleted)		*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	
(Deleted)		*At mid-point of the Summer Playground Program, there will be a 50% discount.	
	G.	Athletics	
(Deleted)	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
(Deleted)	2.	Tournaments Fee, per youth team.....	\$75.00-\$100.00
(Added)	8.	Tennis/Pickleball Instruction	
	9.	Tennis/Pickleball Tournament	
	10.	Tennis/Pickleball Courts Rental	
	(f)	6 courts per 4-hour block, Monday-Friday	\$90.00
	(g)	6 courts per 8 to 12-hour block, Saturday-Sunday	\$105.00
	(h)	8 courts per 4-hour block, Monday-Friday	\$110.00
	(i)	8 courts per 8 to 12-hour block, Saturday-Sunday	\$125.00
	(j)	Vendor Fee for events with Sales/Tickets	\$15.00
(Deleted)	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
(Added)	11.	Athletic Field Rental and Equipment	
		NOTE: Deposit – 50% of rental fee may apply at the discretion of Facility Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility. 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.	
(Added)	(a)	Softball/Baseball field rental, per day per field	
	(3)	Field drying material (per bag).....	\$12.00-\$15.00
	(4)	Tournament Rental Application Fee (per facility).....	\$50.00
(Added)	(c)	Softball/Baseball/Miracle Field/Soccer Field Rental (2-hour minimum)	
(Deleted)	(d)	Use of Parking Lot at Athletic Facilities for Special Events	
(Deleted)	(e)	Hunter W. Wright Stadium field rental, per hour	\$50.00
		(excludes concession rights)	
		Use of lights, per hour	\$50.00

- H. Allandale
(Amended) (NOTE: ~~Seasonable~~ **Seasonal** rates may apply to some Allandale Rental Fees)
 Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of **Facility Management**.
(Added) 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.
(Deleted) 1. ~~Mansion and Garden Basic~~ Rental Fees (Weddings, Wedding Receptions, Corporate Events, Dinner Parties, Anniversary Parties, Seminars, Birthday Parties, Cocktail Parties, etc.)
(Amended) (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM ~~\$175.00~~ **\$275.00**
 (b) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM Event with Sales/Tickets..... ~~\$260.00~~ **\$325.00**
 (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM..... ~~\$300.00~~ **\$400.00**
 (d) 0-100 people, Monday-Thursday, 5 PM – 11 PM Event with Sales/Tickets..... ~~\$350.00~~ **\$425.00**
 (e) 0-100 people, Friday and Sunday..... ~~\$650.00~~ **\$850.00**
 (f) 0-100 people, Friday and Sunday Event with Sales/Tickets..... ~~\$750.00~~ **\$900.00**
 (g) 0-100 people, Saturday..... ~~\$700.00~~ **\$900.00**
 (h) 0-100 people, Saturday Event with Sales/Tickets..... ~~\$800.00~~ **\$950.00**
(Added) *Includes 50 folding chairs and 6 tables (max \$100.00). Does Not include use of the Mansion Heron Dome (see Section H.3.) or the Amphitheater (see Section H.9.)*
(Deleted) 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).~~
(Deleted) 2. Mansion Meeting Rental Fees (includes use of kitchen)
(Amended) (a) 0-50 people, Monday – Thursday..... ~~\$125.00~~ **\$150.00**
 (b) 0-50 people, Monday – Thursday Event with Sales/Tickets ~~\$150.00~~ **\$175.00**
 (c) 51-100 people, Monday – Thursday..... ~~\$150.00~~ **\$175.00**
 (d) 51-100 people, Monday – Thursday Event with Sales/Tickets..... ~~\$175.00~~ **\$200.00**
(Amended) 5. Rehearsal Fees (all facilities and grounds)
 (b) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) ~~\$50.00/hour~~ **\$75.00/hour**
(Amended) 6. Barn Rental Fees (April – October Only)
 (c) 0-100 people, Friday & Sunday..... ~~\$400.00~~ **\$425.00**
 (d) 0-100 people, Friday & Sunday Event with Sales/Tickets ~~\$450.00~~ **\$475.00**
 (e) 0-100 people, Saturday..... ~~\$450.00~~ **\$475.00**
 (f) 0-100 people, Saturday Event with Sales/Tickets..... ~~\$500.00~~ **\$525.00**
(Added) *(Includes seating for 136 in the hayloft, 5 cocktail tables, and use of the Gazebo and picnic area. There will be a fee for all other tables and chairs.)*
(Amended) 7. Barn Gazebo Rental Fees
 (c) Friday and Sunday..... ~~\$250.00~~ **\$275.00**
 (d) Friday and Sunday Event with Sales/Tickets..... ~~\$275.00~~ **\$300.00**
 (e) Saturday..... ~~\$275.00~~ **\$300.00**
 (f) Saturday Event with Sales/Tickets..... ~~\$300.00~~ **\$350.00**

(Added)		(Includes use of Barn restrooms; Does Not include use of Barn.)
	8.	Picnic Pavilion Rental Fees (April – October Only)
(Amended)		(c) 0-100 people, Friday & Sunday \$300.00 \$325.00
		(d) 0-100 people, Friday & Sunday Event w/Sales/Tickets..... \$325.00 \$350.00
		(e) 0-100 people, Saturday \$350.00 \$375.00
		(f) 0-100 people, Saturday Event with Sales/Tickets..... \$400.00 \$425.00
(Added)		(Includes 10 picnic tables and 2 buffet tables. There will be a fee for all other tables and chairs.)
(Deleted)	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.
	12.	Equipment Fees
(Amended)		(d) TV/DVD, per event..... \$20.00 \$50.00
(Deleted)		(f) Telephone Hookup for Local or "800" computer hookup, per event..... \$35.00
		(g) Speaker Phone, per event..... \$50.00
(Amended)		(g) White Board, per event..... \$10.00 \$20.00
(Deleted)		(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
	14.	Friends of Allandale
(Deleted)		(b) Business — 10% discount on one (1) party per year
	I.	Dog Park
	1.	Registration
(Amended)		(e) Spring registration (April, May, June only) (January-June)
		(1) City resident, First dog \$10.00
(Added)		(2) Non-resident, First dog..... \$12.00
		(3) City resident, Per additional dog \$5.00
		(4) Non-resident, Per additional dog \$8.00
	L.	Lynn View Community Center
(Added)		NOTE: Deposit – 50% of rental fee may apply at the discretion of Facility Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility. 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.
(Added)	1.	Gym Rentals
		NOTE: Deposit – 50% of rental fee or a minimum of \$100 may apply at the discretion of the Facility Management. For tournament rentals, a \$25 per gym deposit is required at the time an application is submitted.
		(c) Tournament Rental Application Fee \$25.00
		(d) Tournament Rental, per day (10-hour maximum)..... \$300.00
		(e) Each additional hour after 10..... \$15.00
(Deleted)	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

Chapter 86 - Solid Waste

B. Demolition Landfill Fee and Charges

- (Amended) 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~~ **\$18.00**
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 (per ton). ~~\$32.00~~ **\$35.00**
4. Tires
- (a) 4 or less, each ~~\$1.00~~ **\$2.50**
- (b) More than 10, per ton ~~\$140.00~~ **\$200.00**

Chapter 102 – Utilities

D. Water Usage Rates

2. Usage rate schedule

Meter inside City.....	Gallons	per 1,000 gallons
	First 2,000	\$4.19 \$4.40
	Next 13,000	\$3.37 \$3.54
	Next 55,000	\$2.60 \$2.73
	All Over 70,000	\$1.85 \$1.94
Meter outside City.....	Gallons	per 1,000 gallons
	First 2,000	\$11.67 \$12.25
	Next 13,000	\$7.07 \$7.42
	Next 35,000	\$6.39 \$6.71
	Next 70,000	\$5.93 \$6.23
	Next 70,000	\$4.85 \$5.09
	All over 190,000	\$4.56 \$4.79

K. Sewers and Sewage Disposal

5. Monthly sewer service charges

- (Amended) (a) Class I sewerage inside City
- per 1,000 gallons per month ~~\$8.14~~ **\$8.55**
- Minimum charge (2,000 gallons) ~~\$16.28~~ **\$17.10**
- (b) Class I sewerage outside City
- per 1,000 gallons per month ~~\$12.24~~ **\$12.85**
- Minimum charge (2,000 gallons) ~~\$24.48~~ **\$25.70**

RESOLUTION NO. 2021-_____

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. 2021-____, June 15, 2021

Effective July 1, 2021, 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 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 necessary due to insufficient/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/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
3.		Mechanical Installers	
	(a)	Examination fee	\$20.00
	(b)	Mechanical contractor annual licensing fee	\$50.00
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 or Launchpad	\$5.00
(f)	Charge if Playaway View or Launchpad is returned anywhere but to Library staff	\$5.00
(g)	Charge if Playaway View or Launchpad is returned uncharged	\$2.00
(h)	Charge per day each video game (max \$5.00 each video game)	\$1.00
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 or Launchpad	\$99.00
(d)	Charging cord replacement for Playaway View or Launchpad	\$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
11. Library of Things
 - (a) Overdue fine, per day..... \$5.00
 - (b) Maximum fine..... \$25.00
 - (c) Returning anywhere but to Library staff..... \$5.00
 - (d) Lost item..... Replacement cost
- 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/Nonprofit.....	\$0.00
	(b) Commercial use.....	\$5.00
2.	Media Center	
	(a) Non-commercial/Nonprofit.....	\$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..... | \$200.00 |
| B. | Violent sexual offender registration fee..... | \$200.00 |

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:

- (a) Fees are per hour.

- (b) 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

At the discretion of Renaissance Center Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter does not leave the space in the same condition as it was upon arrival.

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: Deposit – 50% of rental fee may apply at the discretion of the Facility Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.

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 Hall
 - (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) 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 Main Hall rental, per hour (2-hour minimum) \$30.00
 - (i) Main Hall 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. Side Rooms

NOTE – All rooms are rented for a minimum of three (3) hours at a time.
 *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 Hall \$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
 - 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/Pickleball Session Fee (1 ½ -hour blocks, per court) \$20.00
- B. V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees

NOTE: Deposit – 50% of rental fee may apply at the discretion of Facility Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.
 *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. 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
 - (1) 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
 - 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 Rentals
 - (a) Gym #1 Rental – (Excludes Concession Rights)
 - (1) Gymnasium Usage, per hour (2-hour minimum).....\$30.00
 - (2) Use of Locker Room/Shower (per day for Event).....\$20.00
 - (3) Gymnasium Rental Deposit (per day of use).....\$50.00
 - (4) Tournament Rental Application Fee \$25.00
 - (5) Tournament Rental, per day (10-hour maximum).....\$300.00
 - (6) Each additional hour after 10.....\$15.00
 - (b) Gym #2 Rental – (Excludes Concession Rights)
 - (1) Gymnasium Usage, per hour (2-hour minimum).....\$40.00
 - (2) Use of Locker Room/Shower (per day for Event).....\$20.00
 - (3) Gymnasium Rental Deposit (per day of use).....\$50.00
 - (4) Tournament Rental Application Fee \$25.00
 - (5) Tournament Rental, per day (10-hour maximum).....\$350.00
 - (6) Each additional hour after 10.....\$20.00
 - (c) Vendor Fee, Gyms 1 and 2 per Event with Sales/Tickets.....\$30.00
 - 5. 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
 - 6. Parking Lot without Gym/Bathroom Access (*Does not include tables and chairs*)
 - (a) 8-hour minimum.....\$100.00
 - (b) Additional time, per hour.....\$20.00
 - (c) Parking Lot with Bathroom Access.....\$125.00
- C. Park Rentals

NOTE: Deposit – 50% of rental fee may apply at the discretion of Facility Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.
 *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. 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)
 - (a) City resident, per hour, per shelter each \$6.00

	(b) City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$7.00
	(c) Non-City resident, per hour, per shelter each	\$12.00
	(d) Non-City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$14.00
3.	Riverview Splashpad Shelter* (3-hour minimum)	
	(a) City resident, per hour, per shelter each	\$10.00
	(b) City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$11.00
	(c) Non-City resident, per hour, per shelter each	\$17.00
	(d) Non-City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$19.00
4.	Riverfront Park Shelter* (3-hour minimum)	
	(a) City resident, per hour, per shelter each	\$8.00
	(b) City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$9.00
	(c) Non-City resident, per hour, per shelter each	\$15.00
	(d) Non-City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$17.00
5.	Glen Bruce Park Gazebo* (3-hour minimum)	
	(a) City resident, per hour, per shelter each	\$8.00
	(b) City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$9.00
	(c) Non-City resident, per hour, per shelter each	\$15.00
	(d) Non-City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$17.00
6.	Memorial Gardens Park* (3-hour minimum)	
	(a) Per hour	\$10.00
	(b) Per hour, Event with Sales/Tickets	\$12.00
	(c) Exhibit rental, per hour	\$20.00
7.	Legion Park* (3-hour minimum)	
	(a) Per hour	\$10.00
	(b) Per hour, Event with Sales/Tickets	\$12.00
	(c) Exhibit Rental, per hour	\$20.00
8.	Riverwalk/Greenbelt Shelter	
	(a) City resident, per hour, per shelter each	\$8.00
	(b) City resident per hour, per shelter each	
	Event with Sales/Tickets	\$9.00
	(c) Non-City resident, per hour, per shelter each	\$15.00
	(d) Non-City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$17.00
9.	Preston Forest Park Shelter	
	(a) City resident, per hour, per shelter each	\$8.00
	(b) City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$9.00
	(c) Non-City resident, per hour, per shelter each	\$15.00
	(d) Non-City resident, per hour, per shelter each	
	Event with Sales/Tickets	\$17.00
10.	Park permit for commercial operation/use, per month	\$25.00-\$100.00
11.	Special Event permit, per Event	\$25.00-\$75.00
12.	Centennial Park	
	(a) 8-hour minimum	\$400.00

- (b) Additional time, per hour.....\$50.00
- 13. Brickyard Park per day (12-hour Maximum)..... \$100.00-120.00
- 14. Domtar Park per day (12-hour Maximum)..... \$100.00-120.00
- 15. Eastman Park at Horse Creek per day (12-hour Maximum).....\$100.00-120.00
- D. Summer Playground Program
 - 1. Regular Hours site - City resident fee, per child \$60.00-\$100.00
 - 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
 - *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
 - (a) per class/session, per student - City resident.....\$2.00-\$30.00
 - (b) per class/session, per student - Non-City resident.....\$5.00-\$35.00
 - 2. Day Camps
 - (a) per session, per student - City resident.....\$5.00-\$40.00
 - (b) per session, per student - Non-City resident.....\$10.00-\$45.00
 - 3. Specialty Camps
 - (a) per session, per student - City resident.....\$20.00
 - (b) per session, per student - Non-City resident.....\$25.00
 - 4. Special Programs
 - (a) per participant - City Resident..... \$5.00-\$30.00
 - (b) per participant - Non-City Resident..... \$10.00-\$35.00
- G. Athletics
 - 1. Adult Basketball and Softball League Programs.....\$350.00 to \$400.00
 - (a) Non-Resident fee per person..... \$10.00-\$15.00
 - (b) Maximum Non-Resident fee per team\$50.00
 - 2. Tournaments Fee, per team.....\$75.00-\$100.00
 - 3. Basketball, 3 on 3 leagues
 - (a) Entry Fee, per team..... \$75.00
 - (b) Non-City resident fee, per person \$2.00
 - 4. 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
 - (4) Non-resident fee per person for leagues.....\$2.00
 - 5. 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
 - 6. 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
 - 7. 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
- 8. Tennis/Pickleball 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
- 9. Tennis/Pickleball Tournament
 - (a) Entry fee, singles \$10.00-\$20.00
 - (b) Entry fee, doubles \$16.00-\$24.00
- 10. Tennis/Pickleball 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) 6 courts per 4-hour block, Monday-Friday \$90.00
 - (g) 6 courts per 8 to 12-hour block, Saturday-Sunday \$105.00
 - (h) 8 courts per 4-hour block, Monday-Friday \$110.00
 - (i) 8 courts per 8 to 12-hour block, Saturday-Sunday \$125.00
 - (j) Vendor Fee for Events with Sales/Tickets \$15.00
- 11. Athletic Field Rental and Equipment

NOTE: Deposit – 50% of rental fee may apply at the discretion of Facility

Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.

*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) 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
 - (3) Field drying material (per bag).....\$12.00-\$15.00
 - (4) Tournament Rental Application Fee (per facility)..... \$50.00
- (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/Miracle Field 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
(Use of restroom facilities included).....\$100.00-\$150.00
- (e) Key Deposit for Brickyard Park, Domtar Park and Eastman Park at Horse Creek soccer.....\$50.00
- (f) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum)\$15.00-\$25.00
- (g) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament.....\$50.00-\$75.00
- (h) Rental of portable mounds per field, per tournament\$75.00-\$100.00

- (i) Rental of green/white portable fencing per field, per tournament.....\$75.00
- (j) Rental of chain link portable fencing per field, per tournament.....\$100.00
- (k) Rental of white portable fencing (price per piece).....\$15.00
- (l) Delivery charge for white fencing.....\$25.00
- (m) Set-up fee for white fencing (price per piece)\$20.00
- (n) Vendor selling fee, per tournament/Event per venue W/Sales/Tickets\$100.00
- 12. Miracle Field Shelter* (3 hour minimum)
 - (a) City resident, per hour.....\$10.00
 - (b) City resident, per hour, Event with Sales/Tickets.....\$11.00
 - (c) Non-City resident, per hour.....\$17.00
 - (d) Non-City resident, per hour, Event with Sales/Tickets.....\$19.00
- 13. 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

H. Allandale (Seasonal rates may apply to some Allandale Rental Fees)

NOTE: Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of Facility Management.

*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. 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\$275.00
 - (b) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM
Event with Sales/Tickets\$325.00
 - (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM\$400.00
 - (d) 0-100 people, Monday-Thursday, 5 PM – 11 PM
Event with Sales/Tickets\$425.00
 - (e) 0-100 people, Friday and Sunday\$850.00
 - (f) 0-100 people, Friday and Sunday Event with Sales/Tickets\$900.00
 - (g) 0-100 people, Saturday.....\$900.00
 - (h) 0-100 people, Saturday Event with Sales/Tickets\$950.00
- *Add \$1.00 for each person over Event maximum.
Includes 50 folding chairs and 6 tables (maximum \$100.00). Does not include use of the Mansion Heron Dome (see Section H.3) or the Amphitheater (see Section H.9).
- 2. Mansion Meeting Rental Fees
 - (a) 0-50 people, Monday – Thursday\$150.00
 - (b) 0-50 people, Monday – Thursday Event with Sales/Tickets\$175.00
 - (c) 51-100 people, Monday – Thursday.....\$175.00
 - (d) 51-100 people, Monday – Thursday Event with Sales/Tickets....\$200.00
- 3. 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
- 4. Mansion Tour Fees
 - (a) Group tours, Monday – Friday, 8 AM – 4 PM\$25.00 + \$2.00/person
 - (b) Individual tours\$3.00/person

5. 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) \$75.00/hour
6. 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 \$425.00
 - (d) 0-100 people, Friday and Sunday Event with Sales/Tickets \$475.00
 - (e) 0-100 people, Saturday \$475.00
 - (f) 0-100 people, Saturday Event with Sales/Tickets \$525.00

**Add \$1.00 for each person over Event maximum.*

Includes seating for 136 in the hayloft, 5 cocktail tables, and use of the Gazebo and picnic area. There will be a fee for all other tables and chairs.
7. Barn Gazebo Rental Fees
 - (a) Monday – Thursday \$175.00
 - (b) Monday – Thursday Event with Sales/Tickets \$200.00
 - (c) Friday and Sunday \$275.00
 - (d) Friday and Sunday Event with Sales/Tickets \$300.00
 - (e) Saturday \$300.00
 - (f) Saturday Event with Sales/Tickets \$350.00

Includes use of Barn restrooms. Does not include use of Barn.
8. 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 \$325.00
 - (d) 0-100 people, Friday and Sunday Event with Sales/Tickets \$350.00
 - (e) 0-100 people, Saturday \$375.00
 - (f) 0-100 people, Saturday Event with Sales/Tickets \$425.00

**Add \$1.00 for each person over Event maximum.*

Includes 10 picnic tables and 2 buffet tables. There will be a fee for all other tables and chairs.
9. 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.
10. Facility Charges for Events lasting more than the designated time block
(All facilities & grounds) \$75.00/hour
11. 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

12. Equipment Fees
 - (a) Folding Chairs, each\$1.50
 - (b) Chivari Chairs, each\$3.00
 - (c) Tables, each\$6.00
 - (d) TV/DVD, per Event\$50.00
 - (e) Piano and Disklavier, per Event\$50.00
 - (f) Flip Chart, per Event\$20.00
 - (g) White Board, per Event\$10.00
 13. Promotional Fees
 - (a) Eighteen free bookings, per year (to be used at the discretion of the Curator).
 14. Friends of Allandale
 - (a) Patron – 10% discount on one (1) party per year
 - (b) Benefactor – 15% discount on one (1) party per year
 - (c) Brooks Fellow – 25% discount on one (1) party per year
 15. 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 (January- June only)
 - (1) City resident, First dog \$10.00
 - (2) Non-resident, First dog \$12.00
 - (3) City resident, per additional dog \$5.00
 - (4) Non-resident, per additional dog \$8.00
 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 people) \$250.00
 - (3) Association life members get one free barge ride during
 June, July and August after 6:00 p.m. *Must be pre-scheduled.*

3. Other Programming
 - (a) Low Ropes Course (minimum of 8 people, maximum of 40 people)
Staff led programming.....\$5.00 per person
 - (b) Hawks Nest (age 11 & up) (weight limit 275 lbs.).....\$25.00 per person
 - (c) Flying Squirrel Zipline (weight limit 275 lbs.).....\$10.00 per person
 - (d) Team Building – Half Day (minimum of 8 people, maximum of 24 people)
(weight limit 275 lbs.).....\$35.00 per person
Includes Low Course or Hawks Nest, Icebreaker games and Zipline
 - (e) Team Building – Full Day (minimum of 8 people, maximum of 24 people)
(weight limit 275 lbs.).....\$60.00 per person
Includes Low Course or Hawks Nest, Icebreaker games and Zipline
 - (f) Zip Party (scheduled during park hours) (weight limit 275 lbs.)
 - (1) 1-10 people.....\$125.00
 - (2) 11-19 people.....\$175.00
 - (3) 20+ people.....\$225.00
 - (g) Zip Party with use of Farmstead for one hour
(scheduled during park hours) (weight limit 275 lbs.)
 - (1) 1-10 people.....\$160.00
 - (2) 11-19 people.....\$210.00
 - (3) 20+ people.....\$260.00
 - (h) Special Twilight Zip: (maximum of 20 people).....\$25.00 per person
 - (i) Canoe/Kayak Tour Programs.....\$10.00 per person
Canoe/Kayak Tour Programs (Association Members).....FREE
 - (j) Twilight Barge Ride.....\$5.00 per person
Twilight Barge Ride (Association Members).....FREE
4. Facilities rental
 - (a) Building/Rooms (per hour-2 hour minimum)
 - (1) Library (maximum of 15 people).....\$20.00
 - (2) Classroom (maximum of 80 people).....\$35.00
 - (3) Farmstead (maximum of 100 people).....\$100.00
 - (4) Nature Center (maximum of 150 people).....\$200.00
 - (5) Pavilion at LilyPad Cove – flat rate, four hour block (maximum
of 60-80 people, depending on set-up.) *Renter responsible for
set-up prior to Event and takedown afterwards.*
 - (i) Monday-Thursday.....\$150.00
 - (ii) Friday thru Sunday.....\$250.00
 - (iii) Additional rental time if needed, per hour.....\$75.00
Includes use of up to 80 chairs, tables, & parking for guests.
 - (6) Amphitheater (after hours) (maximum of 300 people). \$20.00
 - (7) Cabin/meeting room (maximum of 25 people).....\$50.00
 - (b) Other Facilities Rental
 - (1) Overnight camping, per group/per night (max 15 people).....\$30.00
 - (2) Zip line school.....\$5.00
 - (3) High Ropes course – School.....\$15.00
 - (4) Half Day Course School.....\$20.00
 - (5) Full Day School.....\$25.00
5. Park grounds
 - (a) Before hours (2-hour minimum).....\$150.00
 - (b) After hours (2-hour minimum).....\$150.00
6. Tour Groups
 - (a) KCVB Tours – includes entrance fee/choose two activities from: Barge Ride,
Planetarium Show, Wolf Howling, Nature Program (per person).....\$7.00

- (b) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)..... \$10.00
- 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..... *Cost of materials and instructor used in project*
 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
- NOTE: Deposit – 50% of rental fee may apply at the discretion of Facility Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.
 *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. Gym Rentals

NOTE: Deposit – 50% of rental fee or a minimum of \$100 may apply at the discretion of the Facility Management. For tournament rentals, a \$25 per gym deposit is required at the time an application is submitted.

 - (a) Per hour (2-hour minimum).....\$30.00
 - (b) Vendor Fee for Events with Sales/Tickets\$15.00
 - (c) Tournament Rental Application Fee \$25.00
 - (d) Tournament Rental, per day (10-hour maximum)..... \$300.00
 - (e) Each additional hour after 10..... \$15.00
 2. Cafeteria Rental
 - (a) per hour (3-hour minimum)..... \$20.00
 - (b) per hour (3 hour minimum) Event with Sales/Tickets.....\$22.00
 3. Multipurpose Room Rental
 - (a) per hour (3-hour minimum).....\$10.00-\$15.00
 - (b) per hour (3-hour minimum) Event with Sales/Tickets.....\$7.00-\$12.00
 4. Auditorium Rental
 - (a) per hour (3-hour minimum).....\$30.00
 - (b) per hour (3 hour minimum) Event with Sales/Tickets..... \$32.00
 5. Football Field Rental
 - (a) per hour..... \$30.00
 - (b) Vendor Fee for Events with Sales/Tickets\$35.00
 - (c) Light fee for Event\$15.00

6. Lower Baseball Field Rental
 - (a) Per hour\$20.00
 - (b) Vendor Fee for Events with Sales/Tickets\$15.00
- M. Kingsport Farmers Market

NOTE: Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the facility manager. 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. A renter can be charged a cleaning fee that is equal to the rental exceeding time limit of \$50.00 if the renter does not leave the space in the same condition as it was upon arrival.

*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. Pavilion Rental
 - (a) Half Day: Monday–Sunday, 8AM–12 Midnight
(up to 8 hours will be considered a half day rental).....\$250.00
 - (b) Full Day: Monday–Sunday, 8AM–12 Midnight, per day
(over 8 hours will be 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 beyond the designated time block
(all facilities and grounds) per hour.....\$75.00
 - (d) Deposit w/confirmed reservation (applicable to total amount due).\$100.00
 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 designee has the authority to adjust the fee if the proposed Event, including setup, is less than half the time of the rental or to adjust any of the above fees for special promotions or Events.

- 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 (2 hour duration) during public hours, w/unlimited rides.....\$100.00
 4. Rental of Carousel Studio, per hour (3 hour minimum).....\$20.00

*At the discretion of Carousel Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter does not leave the space in the same condition as it was upon arrival.

*The City Manager or his designee has the authority to adjust any of the above listed fees for special promotions/Events.

- 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) Last two hours of operation for the 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".....\$100.00
 - (b) 48" and above.....\$125.00
 - (c) Ages 55 & over.....\$100.00
 - (d) Family (2 adults and 2 youth).....\$250.00
 - (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.....\$250.00/hr
 - (2) 101-250 people.....\$350.00/hr
 - (3) 251-400 / Commercial.....\$450.00/hr
 - (c) Outdoor Facility (minimum of 2 hrs)
 - (1) 1-100 people.....\$350.00/hr
 - (2) 101-250 people.....\$450.00/hr
 - (3) 251-400 / Commercial.....\$550.00/hr
 - (d) Outdoor Lap Pool (minimum of 2 hrs)
 - (1) 1-100 people.....\$150.00/hr
 - (2) 101-200 people.....\$250.00/hr
 - (e) Lap Lane
 - (1) Short course (maximum of 8 swimmers/lane).....\$10.00/hr
 - (2) Long course (maximum of 16 swimmers/lane).....\$20.00/hr
 - (f) Swim Meet
 - (1) Full day (up to 12 hrs; addtl charge of \$100.00/hr after 12 hrs....\$1,000.00
 - (2) Half day (5 hours or less).....\$600.00
 - (g) 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.....\$6.00
 - (2) Non-Member..... \$8.00
 - (3) Kingsport Sr Center Member\$5.00
 - (b) Monthly Pass (unlimited exercise classes during month)
 - (1) Member.....\$50.00
 - (2) Non-Member.....\$55.00
 - (3) Kingsport Sr Center Member\$40.00
- 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) Certified Pool Operator
 - (1) Member \$275.00
 - (2) Non-member \$325.00
 - (d) 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. Kingsport Senior Center Members receive a 20% discount for all aquatic classes
- 14. Seasonal Fees – Outdoor waterpark operational season
 - (a) Ages 2 & under.....Free w/ paying adult
 - (b) Under 48".....\$10.00
 - (c) 48" and above \$12.00
 - (d) Ages 55 and over..... \$10.00
 - (e) Group (more than 10 people)..... (each) \$5.00
 - (f) After 4 pm:
 - (1) Under 48".....\$5.00
 - (2) 48" and above.....\$6.00
 - (3) Ages 55 and over.....\$5.00
 - (4) Group (more than 10 people)... (each) \$2.50

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 City Schools
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport Convention & Visitor's Bureau

*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) First Cart.....\$8.00
 - (b) Each additional cart, per month\$8.00

Note: First recycling cart included, additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on the first cart 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: First Recycling cart included, additional carts refer to above fee
 3. Outside City/County residential waste collection from 96-gallon carts, per month
 - (a) One 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
 - (1) KHRA & Kingsport City Schools dumpster pickup\$20.00
 - (2) 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 on the right-of-way.
 6. Mixed pile at curb, items outside scope of service, move out/clean 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

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.....\$18.00
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).\$35.00
4. Tires
 - (a) 4 or less, each\$2.50
 - (b) More than 10, per ton\$200.00

C. Annual application and permit fee (Contract collectors and haulers of solid waste).....\$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.

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 | \$4.40 |
| | Next 13,000 | 3.54 |
| | Next 55,000 | 2.73 |
| | All Over 70,000 | 1.94 |
| <u>Meter outside City</u> | <u>Gallons</u> | <u>per 1,000 gallons</u> |
| | First 2,000 | \$12.25 |
| | Next 13,000 | 7.42 |
| | Next 35,000 | 6.71 |
| | Next 70,000 | 6.23 |
| | Next 70,000 | 5.09 |
| | All over 190,000 | 4.79 |
- 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, 2021.
- 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 (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)

Size of Connection (Meter or Fire Service)	<u>Inside City</u>	<u>Outside City</u>
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	<u>Inside City</u>	<u>Outside City</u>
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)

<u>Size</u>	<u>Cost per Lineal Foot</u>
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 & 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 102-408 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
 - (1) per 1,000 gallons per month\$8.55
 - (2) Minimum charge (2,000 gallons)\$17.10
- (b) Class I sewerage outside City
 - (1) per 1,000 gallons per month\$12.85
 - (2) Minimum charge (2,000 gallons)\$25.70
- (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, 2021.

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 (One per year, not to exceed 180 days)	\$500.00
	(temporary exception to waste water discharge restrictions)	
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.		
Charge Per Each Dwelling Unit	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. 1. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)
 - (a) Side Panel (each) \$7,000.00
 - (b) Back Panel \$4,000.00
 - (c) 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/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 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 users5%
(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 15th day of June, 2021.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Authorizing a Letter of Authorization with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO

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

Action Form No.: AF-189-2021
Work Session: June 14, 2021
First Reading: N/A

Final Adoption: June 15, 2021
Staff Work By: Susan Doran/Lesley Phillips
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

As administered by State Departments of Transportation, each year the Federal Highway Administration (FHWA) provides Planning funds for Metropolitan Transportation Planning Organizations (MTPOs). Because the Kingsport MTPO includes a small portion of Scott County Virginia, including Weber City and Gate City, the Virginia Department of Transportation allocates a portion of these funds for work the MTPO Staff carries out in this area. For fiscal year 2022, the MTPO's allocation of Federal Planning funds from Virginia is \$4,056 Federal (80%), matched by \$507 from VDOT (10%) and \$507 from the City of Kingsport (10%), totaling \$5,070. These funds have been included in the annual budget process. Staff recommends the Board approve the Letter of Authorization accepting the Federal/State Planning funds.

Attachments:

1. Resolution
2. Letter of Authorization/Agreement

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

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2021; 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

WHEREAS, the Federal Highway Administration provides planning funds for use by the Metropolitan Planning Organization (MPO), available through the Virginia Department of Transportation (VDOT); and

WHEREAS, the Letter of Authorization for fiscal year 2022 is in the total amount of \$5,070.00, including the required matching funds from the city; and

WHEREAS, matching funds in the amount of \$507.00 are required, which are accounted for during the annual budget process and will come from the approved FY2022 budget for the MPO.

Now therefore,

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

SECTION I. That the Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the total amount of \$5,070.00, including \$507.00 in required matching funds, for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2022 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, Chapter 10 of the Charter of the City of Kingsport, a Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,070.00, including \$507.00 in required matching funds, for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2022 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, said letter being as follows:

RE: FY-22 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal
Year 2022 Kingsport Urbanized Area
CFDA 20.205, Highway Planning and Construction
FY-22 Pass-Through Entity Identifying Number: UPC 0000119011

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2022 (July 1, 2021 to June 30, 2022).

These funds are to be used to finance the activities contained in the approved FY 2022 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2022 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-22	Local Match	Grand Total of Support for FY-22 UPWP Activities
PL	\$4,056.34	\$507.04	\$4,563.38	\$507.04	\$5,070.43

Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2021, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2022 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below

[Acknowledgements and Attachments 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 Letter of Authorization set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 15th day of July, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.
Commissioner

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

May 29, 2021

Mr. William Albright
Transportation Planning Manager
City of Kingsport Tennessee
225 West Center St.
Kingsport, TN 37660

RE: FY-22 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2022
Kingsport Urbanized Area
CFDA 20.205, Highway Planning and Construction
FY-22 Pass-Through Entity Identifying Number: UPC 0000119011

Dear Mr. Albright:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2022 (July 1, 2021 to June 30, 2022).

These funds are to be used to finance the activities contained in the approved FY 2022 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2022 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

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Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Mr. William Albright
May 29, 2021
Page Two

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2021, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2022 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

By: _____
Marsha Fiol
Transportation Mobility Planning
Director

Date: _____

City of Kingsport on behalf of the Kingsport
MPO

By: _____
Signature

Date

- Attachment 1 - Certifications
- Attachment 2 - Personnel and Salaries
- Attachment 3 - Indirect Cost Certification Statement
- Attachment 4 – DUNS Number and Place of Performance (POP) Information
- Attachment 5 - USDOT 1050.2A Non-Discrimination Assurances (and Appendices A to E)

ATTACHMENT 1

CERTIFICATION OF THE CITY OF KINGSPORT, TN

I hereby certify that I am the Transportation Planning Manager of the City of Kingsport, TN, whose address is 201 West Market Street, Kingsport, TN 37660, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

Transportation Mobility Planning Director

ATTACHMENT 2

PERSONNEL AND SALARIES

(This listing is to be prepared by CITY OF KINGSPORT, TN and submitted separately for confidentiality)

ATTACHMENT 3
Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. 2 CFR 200, Appendix VII outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

- ☒ - Do not charge indirect costs. (You have completed the form.)
- ☐ - Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

- ☐ - No change in indirect cost allocation plan previously submitted.
- ☐ - Indirect cost allocation plan has been revised. (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

Section III: Indirect Cost Rate

- ☐ - There will be no significant change in the indirect cost rate _____% previously used. (**Approved % rate must be provided here**)

Provide copy of rate approval (from VDOT or other cognizant agency)

- ☐ - There will be a significant change in the indirect cost rate from that previously used. The proposed rate is _____%. (**Proposed % rate must be provided here**)
- (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

CITY OF KINGSPORT, TN

By: _____ Date: _____

ATTACHMENT 4

DUNS Number & POP

As part of the federal award reporting process, VDOT is required to provide FHWA the DUNS Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

DUNS# 079027579

POP (area in which the project will be completed/performed)

Kingsport Metropolitan Area

Tennessee/Virginia

Zip Code +4 37660-4285

CITY OF KINGSPORT, TN

By: _____

Date: _____

ATTACHMENT 5

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No.1050.2A

The *City of Kingsport, Tennessee* (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *the Federal Highway Administration and/or Federal Transit Administration*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration and/or Federal Transit Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted *Federal-aid Highways and/or Public Transportation Programs*:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

ATTACHMENT 5

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal-aid Highways and/or Public Transportation Programs* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Kingsport, Tennessee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

ATTACHMENT 5

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *the City of Kingsport, Tennessee* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *Federal Highway Administration and/or Federal Transit Administration* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration and/or Federal Transit Administration*. You must keep records, reports, and submit the material for review upon request to the *Federal Highway Administration and/or Federal Transit Administration*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Kingsport, Tennessee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal-aid Highways and/or Public Transportation Programs*. This ASSURANCE is binding on *the Commonwealth of Virginia*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal-aid Highways and/or Public Transportation Programs*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Kingsport, Tennessee

(Name of
Recipient)

by

(Signature of Authorized
Official)

(Date)

ATTACHMENT 5

1050.2A APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, and *the Federal Highway Administration and/or Federal Transit Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *the Federal Highway Administration and/or Federal Transit Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration and/or Federal Transit Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration and/or Federal Transit Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Federal Highway Administration and/or Federal Transit Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT 5

1050.2A APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *City of Kingsport, Tennessee* will accept title to the lands and maintain the project constructed thereon in accordance with the *Virginia General Assembly*, the Regulations for the Administration of *Federal-aid Highways and/or Public Transportation Programs*, and the policies and procedures prescribed by the *Federal Highway Administration and/or Federal Transit Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *City of Kingsport, Tennessee* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *City of Kingsport, Tennessee* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *City of Kingsport, Tennessee*, its successors and assigns.

The *City of Kingsport, Tennessee*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *City of Kingsport, Tennessee* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



AGENDA ACTION FORM

Extension of Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions

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

Action Form No.: AF-187-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

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 (who manages the facility), 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 Northeast State Community College and the other higher education institutions and outlines the parameters for space utilization. These agreements must be approved by the board to allow Northeast State Community College to sublease space pursuant to the lease agreement for the KCHE between the city and Northeast State. The sublease agreement outlines space allocated to each institution.

Each participating institution will pay a \$50,000 annual fee to Northeast State Community College and be eligible to provide programs approved by the Commission. The agreement is the same as the agreement last year. These agreements will be in effect for a one year period.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH EAST TENNESSEE STATE UNIVERSITY AND LINCOLN MEMORIAL UNIVERSITY PROVIDING CLASSES AT THE KINGSFORT 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, 2021 through June 30, 2022 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. At its discretion, and upon approval by the Kingsport Higher Education Commission, the Institution may offer any upper division level program (junior, senior or graduate level). The Kingsport Higher Education Commission will not deny a program based upon the fact that similar program is being offered by another member institution. New programs shall be submitted in writing to the Kingsport Higher Education Commission prior to each semester, and before advertising.

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 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Apply for and Receive a Grant for \$25,907 from the Department of Justice FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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

Action Form No.: AF-181-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: Capt. Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the Resolution

Executive Summary:

The Kingsport Police Department has ongoing grant opportunities with the Department of Justice/Bureau of Justice Assistance, Justice Assistance Grants (JAG). We have been notified that we are eligible for \$25,907 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

1. Resolution
2. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2021 Local Solicitation.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2021 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

WHEREAS, the city would like to apply for the Fiscal Year 2021 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program to purchase equipment and technology for the Kingsport Police Department; and

WHEREAS, the grant funds would be in the amount up to \$25,907.00, and there is no local match; and

WHEREAS, certain documents must be completed and executed to apply for and receive the grant funds.

Now therefore,

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

SECTION I. That application for and receipt of a Fiscal Year 2021 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program in the amount of up to \$25,907.00 to purchase equipment and technology for the Kingsport Police Department is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Fiscal Year 2021 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program and any and all documents necessary and proper for such application and receipt of funds.

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Solicitation Number: O-BJA-2021-135004

Solicitation Release Date: June 08, 2021 5:00 PM

Grants.gov Deadline: July 26, 2021 11:59 PM

Application JustGrants Deadline: August 09, 2021 11:59 PM

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Solicitation Category

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2021-00149-PROD	Category 1 - Applicants with eligible allocation	603	\$45,735,895.00	10/1/2020 12:00 AM	24

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
	amounts of less than \$25,000				
C-BJA-2021-00150-PROD	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more	582	\$44,143,102.00	10/1/2020 12:00 AM	48

Eligibility (Who may apply):

- Units of local government
- Other

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The expected eligible allocations by state for the fiscal year (FY) 2021 JAG Program can be found at: <https://bjia.ojp.gov/program/jag/fy-2021-allocations>.

Eligible allocations under JAG are posted annually on the JAG web page. See the allocation determination and Units of Local Government requirements section for more information.

Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Agency Contact Description

For technical assistance with submitting the **SF-424** and **SF-LLL** in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support web page](#), or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time, Monday–Friday, and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

An applicant that experiences unforeseen Grants.gov or JustGrants technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service Response Center (Response Center) at grants@ncjrs.gov

within 24 hours after the application deadline to request approval to submit its application after the deadline.

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [grant manager](#).

Submission Information

In FY 2021, applications will be submitted to DOJ in a **NEW** two-step process.

Step 1: Applicants will submit an **SF-424** and an **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, applicants will need to obtain a Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal.

Step 2: Applicants will submit the **full application**, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/>.

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

OJP encourages applicants to review the “How to Apply” section in the [OJP Grant Application Resource Guide](#).

Edward Byrne Memorial Justice Assistance Grant Program FY 2021 Local Formula Grant Solicitation CFDA # 16.738

Program Description

Overview

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2021 JAG Program Local Solicitation. (BJA will issue a separate solicitation for states.)

Statutory Authority

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local

Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#). Award allocations are determined by a four-step statutory formula. Additional information can be found on the [JAG Resource Page](#) or the [JAG Technical Report](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state’s allocation table:

- (1) Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- (2) Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
- (3) Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2021 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Note that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies, and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on: Restoring Justice – Support for State, Local, Tribal, and Territorial Administration (SLTT) of Criminal Justice; Community Violence Intervention; Law Enforcement Accreditation, Policy Development, and Training; Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities; Sustaining COVID-19 Criminal Justice Innovations; and Innovative Forensic Technologies such as Rapid DNA for Booking Stations. BJA encourages each state recipient of an FY 2021 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

- Restoring Justice – Support for SLTT Administration of Criminal Justice
In March 2020, SLTT governments began implementing various community mitigation policies to prevent and reduce the spread of COVID-19. As a part of these restrictions, throughout the country, courts at every level were forced to cancel or significantly scale back proceedings, which commonly included suspending in-person hearings, granting extensions of court deadlines and waivers of speedy trials, restricting access to court buildings, and postponing jury trials. This created a backlog of cases, which has impacts on criminal court operations and court staff, victims and witnesses, as well as defendants. BJA encourages state and local jurisdictions to invest JAG funds in efforts to restore justice by addressing this backlog. This could include purchase of technology to enhance the use of virtual tools to conduct outreach to witnesses and defendants, as well as for hearings and status conferences, staffing, and enhancing access to services; resources to assist the jurisdiction to develop or enhance its case management system to assess and work to eliminate the backlog of cases; building tools to support diversion and alternatives to incarceration as part of the review of backlogged cases; and technology and equipment to retrofit court houses and staff to mitigate risks to staff and those coming to court.
- Community Violence Intervention
Cities across the U.S. are experiencing a historic spike in homicides and gun violence that disproportionately impacts people of color. The recent high-profile mass shootings in Boulder (taking the lives of 10 individuals) and Atlanta (taking the lives of eight individuals, including six Asian American women) underscored the relentlessness of this epidemic. As a result, the Biden-Harris Administration and Department of Justice are undertaking a number of steps to keep guns out of the hands of criminals, reduce the risk of gun violence, and prioritize investment in community violence intervention (CVI). There are [proven](#) CVI strategies for reducing gun violence through tools other than

incarceration. For example, violence interruption programs deploy trusted messengers to work directly with individuals most likely to commit gun violence, intervene in conflicts, and connect people to social and economic services to reduce the likelihood of gun violence as an answer. Hospital-based violence interventions engage people who have been shot while they are still in the hospital, connecting them to services to decrease the likelihood that they commit gun violence or are victimized in the future. BJA encourages state and local jurisdictions to invest JAG funds to tailor programs and responses to CVI in an effort to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies will be highlighted on [BJA's National Training and Technical Assistance Center \(NTTAC\) website](#), and jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#) as well.

- Law Enforcement Accreditation, Policy Development, and Training
The calls for police reform continue to grow, with an emphasis on protecting the sanctity of life and eliminating systemic biases, implicit or otherwise. In particular, racial profiling and related bias are particularly pernicious as they deprive communities of color of basic constitutional protections and erode confidence in policing — an essential cornerstone for crime reduction and safe communities. BJA encourages state and local jurisdictions to utilize JAG funds for the purposes of law enforcement accreditation, and developing and maintaining policies and law enforcement training focused on addressing those areas most likely to promote trust, transparency, and accountability, including use of force, racial profiling, implicit bias, procedural justice, and duty to intervene.
- Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities
This will focus on software/hardware solutions designed to enhance agency transparency with the capability of facilitating information sharing with the public, promoting an agency's work, and developing data-driven programs that improve public safety and build trust. Examples could include the sharing of information about crime statistics, locations of criminal activity, aggregated information regarding internal affairs complaints, resolution of cases and issues in the community, support for community surveys, and outreach to residents to gather their feedback.
- Sustaining COVID-19 Criminal Justice Innovations
As a result of the COVID-19 pandemic, SLTT criminal justice agencies made strides to create innovative ways to administer justice while balancing the need to mitigate the coronavirus and maintain social distancing. While many of these innovations had an upfront cost, they will prove to be cost saving and efficient over time. For example, correctional facilities have enabled virtual programming, education, medical appointments, and family visits, as well as increased and enhanced the use of electronic monitoring. Police departments have hosted virtual community engagement events and opportunities, and courts and community corrections have increased the use of virtual staffing, status hearings, client visits, and access to treatment and support services. In addition, resources have supported the purchase of technology like headsets and hotspots to ensure confidentiality of defense counsel with clients, as well as partnerships with community partners to host outdoor events like drug court graduations. It is important for SLTT agencies to sustain these cost-saving efficiencies that resulted from the COVID-19 pandemic. As such, BJA encourages SLTT agencies to utilize JAG funds for these sustainment activities.
- Innovative Forensic Technologies such as Rapid DNA for Booking Stations

Rapid DNA, or Rapid DNA analysis, is a term used to describe the fully automated (hands free) process of developing a DNA profile from a reference sample mouth swab in 1-2 hours without the need of a DNA laboratory and without any human intervention. The overall goal of the Rapid DNA initiative is to immediately enroll qualifying arrestees in CODIS and search unsolved crimes of special concern in near real time during the [booking process](#). The FBI worked with numerous stakeholder groups to develop [Standards for the Operation of Rapid DNA Booking Systems by Law Enforcement Booking Agencies](#), the corresponding [Audit Document](#) for these standards, and the [National Rapid DNA Booking Operational Procedures Manual](#) for the FBI approval and operation of the Rapid DNA devices in booking agencies. Below is an abbreviated list of prerequisites for federal, state, and local booking agencies to participate in Rapid DNA:

- The state must have implemented an arrestee DNA collection law that authorizes DNA sample collection from a person arrested for a specified offense at the time of arrest and for which there are no additional requirements (i.e., determination of probable cause) for the analysis of that arrestee DNA sample. Federal booking agencies already meet this prerequisite.
- Electronic Fingerprint (Live Scan) integration during the booking process for obtaining State Identification Numbers (SID) (UCN for federal booking agencies) from the State Identification Bureau (FBI for federal) in near real time.
- The booking agency must have network connectivity with the State Identification Bureau (SIB)/CJIS Systems Agency (CSA).
- The booking agency and/or state must technically integrate Rapid DNA within their automated fingerprint process in a way that must ensure only qualifying arrestees are processed.

It will be critical for booking agencies to work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see [National Rapid DNA Booking Operational Procedures Manual](#)). BJA encourages those states with arrestee DNA collection laws that meet the prerequisites above to consider using JAG funds to implement Rapid DNA technology (or the defined prerequisites above, such as Live Scan integration) in booking stations within their states.

Additional Uses of JAG Funds

JAG funds awarded to a unit of local government under this FY 2021 solicitation may be used to:

- Enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq. and/or improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenses, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and assist the victims of such crimes (other than compensation).
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones by detainees and inmates. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).

- To purchase fentanyl detection equipment and training for law enforcement safety, as well as naloxone distribution.
- To purchase drug detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Additionally, JAG funds awarded under this FY 2021 solicitation may be used for any purpose indicated here:
<https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-use-of-funds.pdf>.

Limitations on the Use of JAG Funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited Expenditures and Associated Procedures under JAG

JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at [34 U.S.C. § 10152](#). JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless DOJ certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

The JAG statute, 34 U.S.C. §§ 10151-10158, specifically identifies a list of prohibited items, including unmanned aircraft, unmanned aerial vehicles, and unmanned aerial systems, which cannot be purchased with JAG funds unless the BJA Director certifies that extraordinary and exigent circumstances exist that make the use of such funds to purchase these prohibited items essential to the maintenance of public safety and good order. Additional information on prohibited expenditures under JAG, including the process to obtain prior approval to purchase a prohibited item(s), can be found within the [JAG Prohibited Expenditures Guidance](#) or within the [JAG FAQs](#) document (see Use of Funds section).

Other Program Requirements

Trust Fund — States (or State Administering Agencies) or units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor or chairman) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: <https://bja.ojp.gov/program/jag/certifications-assurances>. Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2021 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., mayor or chairman).

Body-Worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2021 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-worn-camera-policy-cert.pdf>.

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

The BJA BWC Tool Kit provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWCPPI). BWCPPI allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data

storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the [Standard Practice for Body Armor Wearer Measurement and Fitting of Armor](#) (Active Standard ASTM E3003) at no cost. The [Personal Armor Fit Assessment checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2021 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. See [34 U.S.C. § 10202\(c\)](#). The certification form related to mandatory wear can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-armor-mandatory-wear-cert.pdf>. Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

A mandatory wear concept and issues paper and a model policy are available from the Bulletproof Vest Partnership (BVP) Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found at <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Apart from the JAG Program, BJA provides funds under the Bulletproof Vest Partnership Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used as any part of the 50 percent match required by the BVP Program.

Interoperable Communications — Units of local government (including any subrecipients) that

are using FY 2021 JAG funds for emergency communications activities should comply with the *SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance)*, including provisions on technical standards that ensure and enhance interoperable communications. The *SAFECOM Guidance* is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the *SAFECOM Guidance* provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects
- Emergency communications activities that can be funded through federal grants
- Best practices, policies, and technical standards that help to improve interoperability
- Resources to help grant recipients comply with technical standards and grant requirements

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity and Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. *SAFECOM Guidance* is applicable to all federal grants funding emergency communications. The most recent version of the *SAFECOM Guidance* is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2021 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2021 JAG Program funding should be identified during the quarterly performance measurement reporting.

Further, information-sharing projects funded with FY 2021 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety communities. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document their planned approaches to information sharing, describe their compliance with GSP, and document an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law,

a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to National Instant Criminal Background Check System (NICS) determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

Potential Set-Asides and/or Funding Reductions

National Incident-Based Reporting System 3 Percent Set-Aside

In FY 2016, the FBI formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). As of January 1, 2021, the FBI's NIBRS is the law enforcement crime data reporting standard for the nation, and SRS data are no longer accepted by the UCR Program. By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. (See 34 U.S.C. § 10156.) Eventually, JAG Program awards will be calculated using NIBRS data and NIBRS compliance will impact JAG Program eligibility.

Beginning in FY 2018, BJA required, through the application of an award condition, direct JAG award recipients not certified by the FBI as NIBRS compliant to set aside 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent set-aside will continue in FY 2021 to help ensure remaining states and units of local government become NIBRS compliant.

Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects relating to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident-Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies on how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program according to the state's standard and/or directly to the FBI according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by the FBI as of the posting date of the Local JAG Program solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (written documentation from the FBI that certifies NIBRS compliance) to their State Policy Advisor listed in the JustGrants System. Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then take the necessary action to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the FBI certification of NIBRS compliance. Such documentation must be made available for BJA review upon request. If approved, units of local government will not be subject to the 3 percent

set-aside requirement.

Goals, Objectives, and Deliverables

Goals

In general, the FY 2021 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf> and demonstrate the results of the work completed, as discussed under What an Application Should Include.

The goals and objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under the Application and Submission Information section.

Deliverables

A unit of local government that receives an FY 2021 JAG award will be required to produce various types of reports, including quarterly financial reports, quarterly performance reports, and semiannual progress reports in JustGrants.

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

Total number of awards BJA expects to make: 1,185 potential awards

Maximum dollar amount for each award: \$4,095,916 (New York City)

Total amount to be awarded under solicitation: \$89,878,997

Period of performance start date: October 1, 2020

Period of performance duration: 24–48 months

Category 1 – Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the grant end date and will be automatically granted upon request.

Category 2 – Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Bureau of Justice Assistance and must be requested via JustGrants no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Availability of Funds

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY 2021 JAG Program can be found at:
<https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY21-State-JAG-Allocations.pdf>.

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see Federal Award Information.

Application and Submission Information

Content of Application Submission

See the Application Elements and Formatting Instructions section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (Standard Form (SF)-424) in Grants.gov.

The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual **who will complete application materials in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its state E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organizations legal name and address.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment

Category 1 – Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

- a. **Description of the Issue** – Identify the unit of local government's strategy/funding priorities for the FY 2021 JAG funds, the subgrant award process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 2- to 4-year grant period.
- b. **Project Design and Implementation** – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- c. **Capabilities and Competencies** – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice/juvenile justice agencies in the state.
- d. **Plan for Collecting the Data Required for this Solicitation's Performance Measures** – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives previously identified under "Objectives."

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables."

Award recipients will be required to submit performance measure data in BJA's Performance Measurement Tool (PMT) located at <https://bjapmt.ojp.gov/help/JAGDocs.html> and separately submit a semiannual performance report in JustGrants. Further guidance on the post-award submission process will be provided, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

See the [OJP Grant Application Resource Guide](#) for additional information.

Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable). Any costs associated with disparate localities should be noted in the "subaward" category of the budget detail worksheet

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. This includes subawards made by states and units of local government under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Indirect Cost Rate Agreement

Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Applicants will download the questionnaire in JustGrants and submit by uploading the completed questionnaire as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Additional Application Components

Research and Evaluation Independence and Integrity

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., mayor or chairman) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached in the section above entitled Other Program Requirements. The most up-to-date certification form can be found at: <https://bja.ojp.gov/program/jag/certifications-assurances>.

Disclosures and Assurances

Applications will complete the following disclosures and assurances.

Disclosure of Lobbying Activities

Applicants will complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Applicants will complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurance

See DOJ Certified Standard Assurance on the [OJP Grant Application Resource Guide](#).

DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants will review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. See the [OJP Grant Application Resource Guide](#).

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, applicants will submit as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information. A DOJ High Risk Grantee is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

How to Apply

Applicants will submit an **SF-424** and an **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Applicants will submit the **full application**, including attachments, in JustGrants at <https://justgrants.usdoj.gov/>.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** will be submitted in Grants.gov by 11:59 p.m. ET on July 26, 2021. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification.

The **full application** will be submitted in JustGrants by 11:59 p.m. ET on August 9, 2021. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the Program Description, any recipient of an award under this solicitation will be required to submit certain reports and data.

Category 1 – Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants System.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual progress report and final progress report through OJP’s JustGrants. If all project activity has concluded at the time the first annual progress report is submitted, that report may be marked final.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants System.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA’s PMT.
- Semiannual progress reports and a final progress report (at any time once all project activity has concluded) through OJP’s JustGrants.

Future awards and/or fund drawdowns may be withheld if a recipient of an OJP award fails to report the required reports in a timely manner.

Accountability measurement data must be submitted through BJA’s Performance Measurement Tool, available at <https://bjapmt.ojp.gov>. The accountability measures are available at <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of the local government must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov and JustGrants, see solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to Provide Feedback to OJP.

Application Checklist
Edward Byrne Memorial Justice Assistance Grant Formula Program: FY 2021 Local Solicitation

This application checklist has been created as an aid in developing an application. The [DOJ Application Submission Checklist](#) is another resource.

What an Applicant Must Do:

Prior to Registering in Grants.gov:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with Grants.gov:

- ☐ Acquire AOR and Grants.gov username/password (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire AOR confirmation from the E-Biz POC (see [OJP Grant Application Resource Guide](#))

To Find Funding Opportunity:

- ☐ Search for the Funding Opportunity on Grants.gov
- ☐ Access Funding Opportunity and Application Package (see [OJP Grant Application Resource Guide](#))
- ☐ Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- ☐ Read [Important Notice: Applying for Grants in Grants.gov](#)
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- ☐ Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2021 Awards](#)" in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit(s) of the FY 2021 JAG Allocations listed at: <https://bja.ojp.gov/program/jag/fy-2021-allocations>.

Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

- ☐ Submit **SF-424** and **SF-LLL** in Grants.gov

*After **SF-424** and **SF-LLL** submission in Grants.gov, Receive Grants.gov Email Notifications That:*

- ☐ Submission has been received in Grants.gov
- ☐ Submission has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- ☐ Contact Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at [Grants.gov customer support web page](#), or email at support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Receive email notification to complete application in JustGrants:

- ☐ Complete Application in JustGrants

Content of Application Submission

- ☐ Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov
- ☐ Intergovernmental Review
- ☐ Standard Applicant Information (SF-424 information from Grants.gov)
- ☐ Proposal Narrative

Budget and Associated Documentation

- ☐ Budget Worksheet and Budget Narrative (attachment)
- ☐ Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- ☐ Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))
- ☐ [Certifications and Assurances by Chief Executive](#)

Disclosures and Assurances

- ☐ [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- ☐ DOJ Certified Standard Assurance (see [OJP Grant Application Resource Guide](#))

- ☐ DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Submit Application in JustGrants:

- ☐ Application has been successfully submitted in JustGrants

If No JustGrants Application Submission, Validation, or Error Notifications are Received:

- ☐ Contact JustGrants.Support@usdoj.gov or 833–872–5175 regarding technical difficulties.



AGENDA ACTION FORM

Execute a Signatory Authority Form allowing the Chief of Police or his Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2021

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

Action Form No.: AF-203-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: Capt. Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the Resolution

Executive Summary:

The U.S. Department of Justice now requires grant acceptance, application, and grant reporting to occur solely online (electronically). Additionally, the U.S. Department of Justice requires that the authorized representative or their formal designee complete and accept an application as well as, if awarded, annual/semi-annual and/or quarterly documents for grant reporting purposes. Such application and any acceptance conditions would be reviewed and approved by the city attorney and signed in hard copy by the mayor before electronic submission by the chief of police or designee. Information regarding the formal delegation of such authority must be placed in a file and available on-site for immediate review if requested.

Attachments:

1. Resolution.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER TO THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE RECEIPT OF GRANT FUNDS

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program requires a new Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority to sign grant documents required for reporting as contracted on behalf of the city for an equipment and technology grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Signature Authority Consent Form for contracts, invoices, and other documents with the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program for an equipment and technology grant.

SECTION II. That the mayor is authorized to designate the chief of police as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program.

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approval of Agreement with Global Traffic Technologies, LLC for Preemptive Response System

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

Action Form No.: AF-191-2021
 Work Session: June 14, 2021
 First Reading: N/A

Final Adoption: June 15, 2021
 Staff Work By: Committee
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

The city desires to assess current emergency response times, more particularly those which involve travel through the downtown area. Currently the Fire Department utilizes Main Street for access to areas requiring emergency attention. However with the upcoming Main Street redevelopment project their emergency route will shift to the Center Street corridor. By changing this route it is necessary to implement a system to study emergency response times, and the impact for this new traffic pattern. This system will allow the Fire Department the opportunity to eliminate the delays from side street timing, therefore preempting the signal timing as normally set. This also allows more efficiency for their response time.

Opticom equipment will be installed on specific intersections and vehicles for the purpose of validating the operation of the system to decrease response times within the specified corridors. After installation, the system will run in a data collection state, which will monitor and benchmark vehicle traffic thru the intersections. The system will then go "live" with preemption enabled for a period of 2-4 weeks. Data will then be compared to baseline data.

It is recommended to enter into an agreement with Global Traffic Technologies, LLC (GTT) for this system at eight (8) intersections associated with the Center Street corridor. Devices for this system will be installed in four (4) vehicles located at Fire Station #1 for this preemptive response system. No fees are associated with this system during the initial trial period.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A TRIAL AGREEMENT WITH GLOBAL TRAFFIC TECHNOLOGIES, LLC FOR THE TEMPORARY INSTALLATION OF EQUIPMENT TO STUDY EMERGENCY VEHICLE RESPONSE TIMES AND THE IMPACT OF TRAFFIC SIGNAL PREEMPTION ON RESPONSE TIMES, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, city desires to assess current emergency response times, more particularly those which involve travel through the downtown area; and

WHEREAS, the trial agreement with Global Traffic Technologies, LLC, will allow city, through a trial period, to study emergency response times and the impact of a traffic signal preemption system on emergency response times; and,

WHEREAS, there is no cost to the city for the trial period.

Now therefore,

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

SECTION I. That a Trial Agreement with Global Traffic Technologies, LLC is hereby approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Trial Agreement with Global Traffic Technologies, LLC., 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 contract being generally as follows:

“TRIAL” AGREEMENT

Trial Terms and Conditions

The terms and conditions of this “Trial” Agreement (“Agreement”) are made by and between Global Traffic Technologies, LLC, with offices at 7800 Third Street North, St. Paul, Minnesota 55128-5441 (“GTT”) and the undersigned City of Kingsport (“Customer”), with offices at 130 Island Street, Kingsport, TN 37660, together “Parties” and separately a “Party” to this Agreement.

Term:

Up to five (5) weeks from the date of the completion of installation of the Opticom equipment, as deemed completed by GTT, extendable if in writing and agreed to by the Parties.

Scope: The scope of this project includes the installation of the Opticom equipment by Transportation Control Systems (TCS) on specific intersections and vehicles for the purpose of validating the operation of the system to decrease response times within the specified corridors. It is understood that GTT and its partners/subcontractors may need access to traffic cabinets and emergency vehicles to install and maintain the system during the trial period. After installation, the system will run in a data collection state, whereas preemption will not be active, but will monitor runs and benchmark vehicle travel thru intersections. The system then will run “live” with preemption enabled for a period of 2-4 weeks. Data will be collected and compared to baseline data (i.e., the “before” state).

Services:

1. Intersection installation—TCS – Kingsport, TN
2. Vehicle installation— TCS – Kingsport, TN

3. Intersection data collection - TCS – Kingsport, TN
4. Removal of vehicle and intersection equipment – TCS – Kingsport, TN
5. Travel time report – GTT – Remote
 - a. The travel time report will use data collected from the intersection phase selectors. The report will use data collected at the beginning of the trial when the vehicles were running in probe mode without preemption and compare it to the data from when the vehicles had preemption enabled. The travel time will be between the first intersection and the last intersection in the corridor. During the trial, the fire department should verify that they are traveling through the entire corridor at least 10 times before and after preemption is enabled to collect enough data.

6. Phone support: GTT operates a Customer Care call center that is dedicated to supporting all Opticom customers, whether in or out of warranty. To access GTT Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. GTT's Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other GTT departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible.

Specs:

- 8 Intersections defined as:
- 1) Center Street @ Roller Street
 - 2) Center Street @ Clinchfield Street
 - 3) Center Street @ Revere Street
 - 4) Center Street @ Clay Street
 - 5) Center Street @ Shelby Street
 - 6) Center Street @ Broad Street
 - 7) Center Street @ Commerce Street
 - 8) Center Street @ Cherokee Street

- 4 Vehicles defined as:
- 1) Ladder 1
 - 2) Engine 1
 - 3) Fire Rescue 12
 - 4) C3 – (Deputy Chief / Shift Supervisor – Pickup)

Goals:

The primary goals of the Trial Project will be to:

1. Verify operation of the Opticom system and to reduce response time through the measured intersections; by comparing response time data from vehicles prior and after the implementation.
2. Verify that the Opticom equipment fits and operates within Customer's current traffic control cabinet environment.

GTT hardware provided to Customer under this Agreement:

Item:	Quantity:
Opticom model 764 multimode phase selector	8
Opticom model 760 card rack with P1 harness assembly	8
Opticom model 3100 GPS intersection radio unit	8
Opticom model 1070 GPS cable – 500 ft. spool	3
Opticom model 2100 vehicle kit	4
Opticom model 768 AIP	8
Opticom Preempt Panel 60-5 with D Connector for Cobalt	2

All software licenses terminate upon completion of the trial. During the trial, Customer agrees to the terms and conditions located at: <http://www.gtt.com/software-terms-conditions/>. In case of a conflict between this Agreement and GTT's terms and conditions, this Agreement shall control.

Delivery point:

130 Island Street, Kingsport, TN 37660

Payment:

No fees will be charged to the Customer for the Trial Project. GTT shall be responsible for the uninstallation and retrieval of equipment and/or software upon completion of the trial period. Any purchase by the Customer upon completion of the Trial Project, shall be made in accordance with Customer's procurement policies.

By signing this Agreement, the Customer agrees to the terms and conditions within and GTT's standard warranty, which can be reviewed at: http://www.gtt.com/sales_terms/. In case of a conflict between this Agreement and GTT's warranty terms and conditions, this Agreement shall control.

Indemnification:

GTT shall defend, indemnify and hold harmless the Customer, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, reasonable costs, expenses and attorney's fees incident thereto, to the extent they arise out of willful misconduct or negligent acts or omissions of GTT for the installation of its equipment under this Agreement.

Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party. Any indemnity or hold harmless provision contained in this Agreement requiring Customer to indemnify or hold harmless GTT or any other person or entity and any limitation of liability in favor of GTT is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Limitation of Liability:

IN NO EVENT WILL GTT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY. GTT'S TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE AMOUNT OF ITS INSURANCE COVERAGE SET FORTH IN THIS AGREEMENT.

Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities therefore, any agreement by Customer to a limitation of GTT's liability shall be enforceable only to the extent permitted by Tennessee law.

Insurance:

GTT shall at GTT's expense secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this section and shall require said insurance of any of its subcontractors. GTT shall furnish "certificates of insurance" to the Customer before beginning work on the Trial Project pursuant to this Agreement. All insurance policies shall be written with insurance companies licensed to do business in the State of Minnesota and Tennessee and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty days prior written notice is given to the Customer. This provision (or similar) shall also be stated on each certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall endeavor to mail thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial general liability:

- i. Coverage to include broad form property damage, contractual and personal injury.
- ii. Limits:

General aggregate	\$ 2,000,000.00
Each occurrence	\$ 1,000,000.00
Personal injury	\$ 1,000,000.00

- iii. Coverage for claims arising out of GTT's operations or premises and anyone directly or indirectly employed by the GTT.

(B) Workers' Compensation:

- i. Workers' compensation insurance shall be provided by GTT in accordance with the provisions of the laws of the State of Minnesota, including occupational disease provisions, for all employees who perform work on the Trial Project pursuant to this Agreement, and if work is subcontracted pursuant to the provisions of this Agreement, GTT shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, GTT shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided. GTT will ensure that its policies and those of its subcontractors list the State of Tennessee in Item 3(A).

(C) Comprehensive Automobile Liability:

- i. Comprehensive automobile liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

Combined single limit \$1,000,000.00
(D) Umbrella:
i. Limits:
Each occurrence/aggregate \$2,000,000.00
E) The Customer, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation. GTT shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Customer, its officers, officials, employees, agents, and volunteers.
(F) GTT understands and agrees that any insurance protection required by this Agreement or otherwise provided by GTT, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Customer, its officers, officials, employees, agents and volunteers as herein provided. GTT waives and shall have its insurers waive, its rights of subrogation against the Customer, its officers, officials, employees, agents and volunteers.
Binding Authority:
The individuals executing this Agreement on behalf of GTT and the Customer represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.
Headings and Titles:
The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.
Counterparts; Facsimile or pdf Signatures:
This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.
Effective Date:
The effective date of this Agreement shall be the last date of its execution by one of the Parties as set forth below.
Controlling Law:
This agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
Venue:
Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to the jurisdiction of the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. Mandatory and exclusive venue and jurisdiction for any disputes shall be in the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. The parties waive their right to a jury trial.
[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 15th day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY