



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, June 20, 2022, 4:30 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

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

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

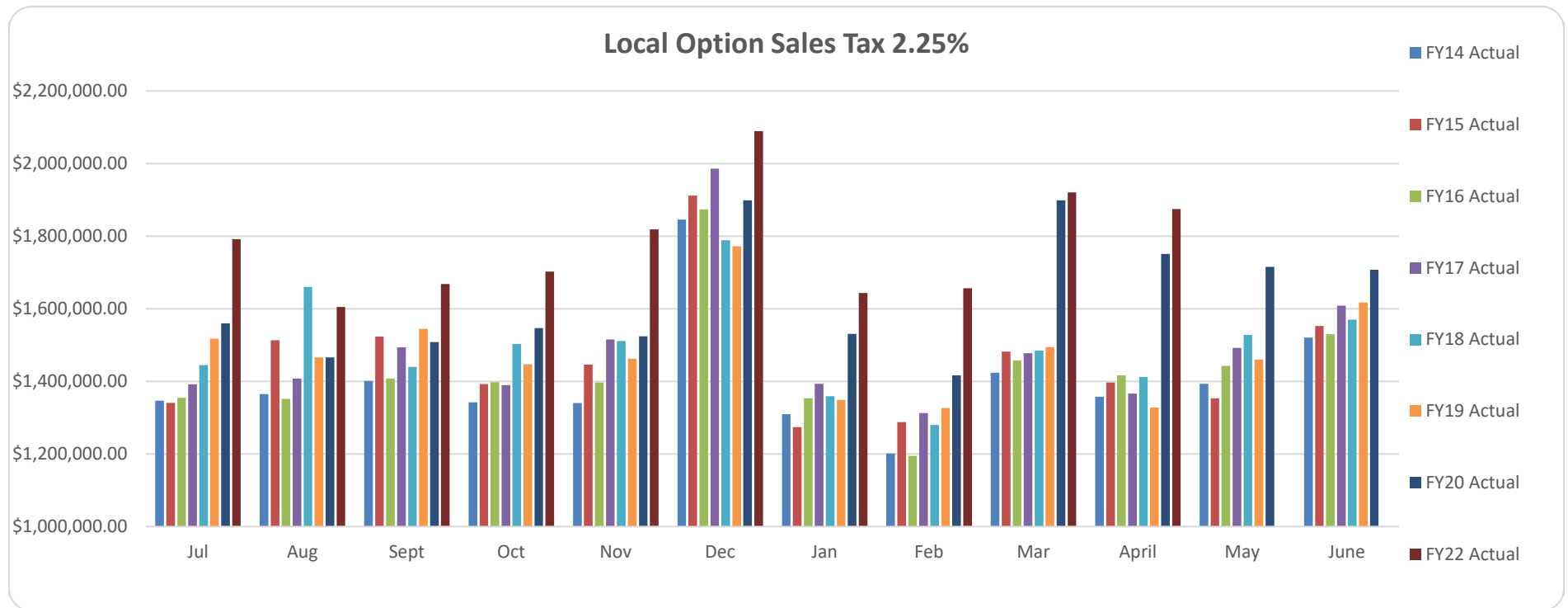
1. Call to Order
2. Roll Call
3. Review of items on June 21, 2022 Business Meeting Agenda
4. Adjourn

Next Work Session, Monday, July 18, 2022, 4:30 p.m.

Local Option Sales Tax 2.25%

April 2022

	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY22 Revised Budget	Over/Under FY22 Budget	% Over/Under FY22 Budget	Over/Under FY21 Actual	% Over/Under FY21 Actual
Jul	\$1,341,027.00	\$1,354,948.00	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,791,460.48	\$1,791,460.00	\$0.48	0.00%	\$231,428	14.83%
Aug	\$1,513,366.00	\$1,351,703.00	\$1,408,119.00	\$1,660,189.01	\$1,466,245.00	\$1,466,134.09	\$1,605,188.64	\$1,605,188.00	\$0.64	0.00%	\$139,055	9.48%
Sept	\$1,523,474.00	\$1,407,707.00	\$1,493,952.13	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,668,359.84	\$1,668,359.00	\$0.84	0.00%	\$160,237	10.62%
Oct	\$1,392,699.41	\$1,397,511.00	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,702,507.26	\$1,702,507.00	\$0.26	0.00%	\$155,950	10.08%
Nov	\$1,446,687.00	\$1,396,643.00	\$1,515,210.00	\$1,510,894.40	\$1,462,498.00	\$1,524,485.85	\$1,818,738.26	\$1,818,738.00	\$0.26	0.00%	\$294,252	19.30%
Dec	\$1,911,650.00	\$1,873,531.00	\$1,985,601.00	\$1,788,766.43	\$1,772,437.00	\$1,898,886.33	\$2,088,757.00	\$2,088,757.00	\$0.00	0.00%	\$189,871	10.00%
Jan	\$1,274,292.00	\$1,353,575.00	\$1,392,917.00	\$1,358,902.17	\$1,348,872.00	\$1,530,774.86	\$1,643,547.05	\$1,643,547.00	\$0.05	0.00%	\$112,772	7.37%
Feb	\$1,287,536.00	\$1,194,890.00	\$1,312,713.00	\$1,280,154.07	\$1,326,133.00	\$1,416,746.27	\$1,656,365.50	\$1,656,365.00	\$0.50	0.00%	\$239,619	16.91%
Mar	\$1,481,645.00	\$1,457,518.00	\$1,477,699.00	\$1,484,980.00	\$1,493,996.00	\$1,898,355.80	\$1,920,619.39	\$1,920,619.00	\$0.39	0.00%	\$22,264	1.17%
April	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66	\$1,750,965.28	\$1,874,537.84	\$1,750,965.00	\$123,572.84	7.06%	\$123,573	7.06%
May	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.68	\$1,715,204.91		\$1,650,000.00				
June	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10	\$1,707,660.22		\$1,622,843.00				
Total	\$17,474,902.41	\$17,177,048.93	\$17,834,085.40	\$17,982,773.35	\$17,784,091.34	\$19,523,926.50	\$17,770,081.26	\$20,919,348.00	\$123,576.26	0.71%	\$1,669,020	10.68%



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT expects to have a Public Hearing Summer 2022.
\$10,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Bids were opened 4/28. These bids have been tabulated and checked and sent to TDOT for concurrence with the apparent low bidder, Summers-Taylor, Inc.
\$4,000,000.00	Michael Thompson	Brickyard Park Bicycle-Pedestrian Bridge	Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant.	12/31/2024	The TDOT requested addition of an historical/architectural assessment has been completed and submitted 4-21-22 to TDOT for review by the Cultural Resources Section.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Received approved NEPA document from TDOT on 4/7/2022. Awaiting NTP for Design Phase.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	11/1/2022	Consultant resubmitted to TDOT on 4/21 addressing comments.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2022	Architect is working on plans and having discussions with staff.
\$1,866,441.00	Kitty Frazier	Scott Adams Memorial Skatepark	Construction of new skatepark at Brickyard Park.	6/30/2022	The restroom facility has been set. Utility hookups for this facility and paver installation remain.
\$1,200,000.00	Chad Austin	Washington Co Water Task Force - waterline extension	Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area.	8/31/2022	Engineering division is surveying project area
\$1,044,000.00	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	City has deposited funds into the LGIP and TDOT has issued the work order for Design.
\$850,000.00	Chad Austin	ETSU @ Valleybrook Farm sewer extension	Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County.	12/31/2022	Easements aquired.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$690,000.00	David Frye/Schools	JFJ Stadium Lighting Improvements		7/30/2022	7 of 9 light poles are complete. 8 and 9 expected to be complete by June 16. Controls work to follow.
\$549,348.00		Area 9 - Contracted Paving (Lynn Garden Paving)	Paving of select roadways on eastern side of Lynn Garden Drive. Roadways include Mullins Street, Virginia Street, Kyle Street, Walker Street and Goal Street.	5/27/2022	Paving was completed 5/27/2022. Working on punchlist and cleanup.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	6/30/2024	Scheduled for construction in FY24
	Borders, Michael	Collar Replacement	Collar replacement for all 18 holes at Cattails at Meadowview		In the process of engaging company for design services with anticipated completion of mid-August.
	Chris Campbell	KATS Maintenance Facility Phase 2	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Trenching for utilities has begun.
	Chris Markley	Archives Move and Demo	Move Archives into the new city hall and demo existing Archives space, shelving, and cage at the Library.	6/30/2022	Archive move from library to new space in City Hall is complete.
	Kitty Frazier	Bike Park at Brickyard	New Bike Park in the vicinity of the new Skate Park.		Design process is at 60% review.
	Kitty Frazier	Project Diabetes - Phase 3	Phase 3 of the Diabetes grant will provide a pickleball court and a half-court basketball court at the Lynn View Community Center.	6/30/2022	Courts paved, shelter erected.
	Kitty Frazier	Riverbend Park - Phase 1	New park at the Riverbend area.		Project bids were received and are currently being evaluated.
	Michael Borders	Bays Mountain Park Amphitheater	Construction of new amphitheater at Bays Mountain		Plan to bid out in mid-July 2022
	Michael Borders	MeadowView Roof Replacement	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center		Design contract has been executed.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, June 21, 2022, 7:00 p.m.
City Hall, 415 Broad Street, Boardroom**

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

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

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

I. CALL TO ORDER

II.A PLEDGE OF ALLEGIANCE TO THE FLAG –

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

III.A ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. Recognition of Dean Blevins, TCAT (Alderman Phillips)
2. Keep Kingsport Beautiful Beautification Awards – Neil Brown
3. Employee Dependent Scholarship Recipients – (Rhees Christian; Sara Cruthers; Maggie Ensor; Phillip Fagg; Caroline Harbin; Natalie Harbin; Heather Hillman; Riley Hollowell; Noah Martin; Gavin Morelock; Jaden Shaw; Noriah Shaw; Ava Sherer; William Sherer; Lauren Spencer) - Tyra Copas

IV.B. APPOINTMENTS

1. Appointment to Petworks (AF:188-2022) (Mayor Shull)
 - Appointment
2. Appointments to the Tree Advisory Board (AF:189-2022) (Mayor Shull)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – June 6, 2022
2. Business Meeting – June 7, 2022

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Conduct a Public Hearing and Consider a Resolution to Annex and Adopt a Plan of Services for the Fieldcrest Annexation and Consider an Ordinance to Amend the Zoning Ordinance (AF:184-2022) (Ken Weems)
 - Hold Public Hearing
 - Approve the resolution for annexation
 - Approve the ordinance for zoning
 - Approve the resolution Plan of Services

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:192-2022) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Vacate a Portion of Jared Drive (AF:158-2022) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption
2. An Ordinance Abandoning a 15' Wide Sanitary Sewer Easement (AF:159-2022) (Savannah Garland)
 - Ordinance – Second Reading and Final Adoption
3. Public Hearing and Consideration of an Ordinance to Adopt the FY 2022-2023 Budget (AF:166-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
4. Public Hearing and Consideration of an Ordinance to Adopt the FY 2022-2023 Water Fund Budget (AF:167-2022) (Ryan McReynolds)
 - Ordinance - Second Reading and Final Adoption

5. Public Hearing and Consideration of an Ordinance to Adopt the FY 22-23 Sewer Fund Budget (AF:168-2022) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption
6. Consideration of an Ordinance to Adopt the FY 2022-2023 Metropolitan Planning Project Grant Fund Budget (AF:169-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
7. Consideration of an Ordinance to Adopt the FY 2022-2023 Community Development Block Grant Fund Budget (AF:170-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
8. Consideration of an Ordinance to Adopt the FY 22-23 School Public Law 93-380 Grant Project Fund Budget (AF:171-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
9. Consideration of an Ordinance to Adopt the FY 22-23 Schools Special Projects Grant Fund Budget (AF:172-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
10. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:173-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. A Resolution to Amend the Fee Resolution for FY 2023 Fees and Charges Provided for in the City Code (AF:118-2022) (Chris McCartt)
 - Resolution
2. A Resolution Authorizing the Mayor to Execute the CASE Benchmark Assessment Program Renewal Agreement with Certica Solutions, Inc. d/b/a Instructure, Inc. (AF:190-2022) (David Frye)
 - Resolution
3. A Resolution Awarding the Bid to Summers-Taylor, Inc. for the Main Street Redevelopment Project (AF:191-2022) (Ryan McReynolds)
 - Resolution
4. A Resolution to Approve the 2022/2023 Annual Action Plan for the Community Development Block Grant (AF:186-2022) (Jessica McMurray)
 - Resolution
5. A Resolution Releasing the City from the Agreement and Mortgage with the Economic Development Administration for the Regional Center for Applied Technology Without Compensation (AF:195-2022) (Chris McCartt)
 - Resolution

6. A Resolution Awarding a Contract for the Kingsport City Schools Surveillance Camera Upgrade Project to Central Technologies (AF:181-2022) (David Frye)
 - Resolution
7. A Resolution Authorizing the Mayor to Execute All Necessary Documents for Third Party Administration Claim Services for the City and School System (AF:154-2022) (John Burkholder)
 - Resolution
8. A Resolution Awarding the Bid for the Wastewater Treatment Plant Anaerobic Digester Cleaning Project to Merrell Bros Inc. (AF:196-2022) (Ryan McReynolds)
 - Resolution
9. A Resolution to Authorize the Mayor to Execute Documents to Apply for and Receive a Drinking Water Revolving Loan from the State of Tennessee for the Purchase of Water Meters (AF:197-2022) (Ryan McReynolds)
 - Resolution
10. A Resolution to Award the Bid for the Partial Re-Roofing of the MeadowView Conference Resort & Convention Center (AF:198-2022) (Michael Borders)
 - Resolution

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

VII. CONSENT AGENDA

1. A Resolution Authorizing the Mayor to Sign Agreement with Tri-Cities United for the Use of Eastman Park at Horse Creek (AF:175-2022) (Michael Borders)
 - Resolution
2. A Resolution Authorizing the Mayor to Sign an Agreement with Tri-Cities United for Concession Rights at Eastman Park at Horse Creek (AF:178-2022) (Michael Borders)
 - Resolution
3. A Resolution Authorizing the Purchase of Replacement Textbooks by Kingsport City Schools for Fiscal Year 2023 and Authorizing the City Manager to Execute a Blanket Purchase Order for the Same (AF:180-2022) (David Frye)
 - Resolution
4. A Resolution to Extend the Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE) (AF:193-2022) (Jessica Harmon)
 - Resolution

5. A Resolution to Extend the Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF:194-2022) (Jessica Harmon)
 - Resolution
6. A Resolution Approving a Limited Warranty on the Generator at the Fire Training Facility (AF:177-2022) (Chief Boyd)
 - Resolution
7. A Resolution Authorizing the Renewal of the Lease with West View Baptist Church for the Parking Areas for Kingsport City Schools (AF:179-2022) (David Frye)
 - Resolution
8. A Resolution to Approve an Educational Partnership Agreement with King University Discounting Tuition for City Employees (AF:182-2022) (Tyra Copas)
 - Resolution
9. A Resolution Adopting U.S. Department of Labor Apprenticeship Standards and Authorizing the Mayor to Execute a Registered Apprenticeship Standards Agreement (AF:183-2022) (Tyra Copas)
 - Resolution
10. A Resolution Authorizing a Master Agreement with the Virginia Department of Transportation and a Letter of Authorization Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF:187-2022) (Ryan McReynolds)
 - Resolution
11. A Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2022-2023 Benefiting the General Welfare of Kingsport Residents (AF:199-2022) (Jessica Harmon)
 - 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

Appointment to Petworks

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

Action Form No.: AF-188-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to reappoint John Campbell to Petworks for an additional year to maintain continuity with the approaching retirement of Tom Parham. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms vary with no term limit. The board is comprised of nine (9) members of whom two (2) are residents of and appointed by the City of Kingsport.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
John Campbell	7/1/22	3	City of KPT Rep.
Bonnie Macdonald	7/1/23	Fulfilling Unexpired Term	City of KPT Rep.

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
John Campbell	7/1/23	4	City of KPT Rep.
Bonnie Macdonald	7/1/23	Fulfilling Unexpired Term	City of KPT Rep.

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Tree Advisory Board

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

Action Form No.: AF-189-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Tamra Rossi
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint the following to the Tree Advisory Board. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

- Dan Wernick
- David Williams
- Timothy Martin
- Denise Isaacs

The board is comprised of ten (10) members; four (4) residents of Kingsport, four (4) tree industry professionals, one (1) Keep Kingsport Beautiful Rep. (Sharon Hayes) and one (1) City of Kingsport staff member (Tamra Rossi). Terms are two years with no term limit.

Current 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

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	7/31/24	9	Tree Industry Prof.
David Williams	7/31/24	4	Tree Industry Prof.
Timothy Martin	7/31/24	5	KPT Resident
Denise Isaacs	7/31/24	3	KPT Resident

Attachments:

None

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

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, June 6, 2022, 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 Betsy Cooper
Alderman Darrell Duncan
Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
Jessica Harmon, Assistant City Manager
Bart Rowlett, City Attorney
Michael Thompson, Public Works Director
Lisa Winkle, City Recorder/Treasurer
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
John Morris, Budget Officer
Ken Weems, Planning Manager
John Burkholder, Risk Manager
Tyra Copas, Human Resources Manager
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall.
3. **BRICKYARD PARK UPDATE.** Economic Development Director John Rose gave a presentation on this item. He pointed out that everything at this point is conceptual and not yet finalized as they continue to move forward through this process. He provided information on the venue and parking areas, right of way work, public use areas, phases processes as well as financial data. There was some discussion.
4. **MAIN STREET UPDATE.** Public Works Director Michael Thompson presented this item and answered questions stating this was approximately a two year project and explained the phases. He noted it basically went from the old KATS location to the new KATS location. Some discussion followed.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, June 6, 2022**

5. REVIEW OF AGENDA ITEMS ON THE JUNE 7, 2022 REGULAR BUSINESS MEETING AGENDA. City staff gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.A.1 Vacate a Portion of Jared Drive (AF: 158-2022). Planning Manager Ken Weems presented this item, stating it was requested by Eastman for railway and manufacturing space. He provided details on the timeline in conjunction with other entities involved in the project. He stated he hasn't received any contact from citizens on this item. Mayor Shull noted the public did need to be made aware of this action. Vice-Mayor George requested Eastman be present at the public hearing tomorrow to explain the reasons behind this request to justify to the public.

There was some discussion the three public hearings for the budget items, including the raised tax rate. City Manager McCartt stated the budget was published in the newspaper last Tuesday and he would also give an abbreviated presentation again at the business meeting tomorrow night for the sake of the public. Vice-Mayor George also requested staff explain the increase in the water rates as she has received more questions about that issue than the tax increase.

VI.D.2 Amend Professional Services Agreement with Gresham, Smith & Partners for Engineering Design Services for the Wastewater Storage Facility Project (AF: 157-2022). Deputy City Manager provided details on this project, relaying information to conform with the regulatory side as well as promoting the human health side

VI.D.3 Agreement with Barge Design to Complete Wastewater Treatment Plant Master Plan (AF: 161-2022). Deputy City Manager gave information on this item, discussing the use of master plans and how they are utilized and followed by staff. He stated this item would help staff move forward with the current plan.

VII.1 Interlocal Agreement with Sullivan County for its Sullivan County Emergency Management Agency (AF: 141-2022). Fire Chief Scott Boyd noted this agreement allowed the fire department a component of a larger team. He noted it was requested by TEMA to put into place. He stated this more specialized

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:20 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 7, 2022, 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 Paul Montgomery
Alderman Betsy Cooper	Alderman Tommy Olterman
Alderman Darrell Duncan	Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney
Lisa Winkle, Treasurer/City Recorder
Angie Marshall, City Clerk/Deputy City Recorder

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

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: New Vision Youth.

II.B. INVOCATION: Pastor Phil Whittemore, Bloomingdale Baptist Church.

III.A. ROLL CALL: By City Recorder Winkle. All Present.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Y.E.L.L. Recognition - Ben Allen, Solomon Blair, Eli Combs, Sophia Daley, Mal Digavalli, Kate Dixon, Allison Fields, Sarah Hager, Conner Hall, Billy Hamilton, Carson McMurray, Emma Olinger, Gracie Olinger, Kousha Sadeghi, Eliza Smith, Rachael Spillet, Bindiya Srinath, Ellie Wolf, Hannah Yarber (Mayor Shull).
2. Best New Event – Christmas in the Park - Kristie Leonard (Aldermen Cooper, Phillips and Duncan).

IV.B. APPOINTMENTS/REAPPOINTMENTS.

(These items are considered under one motion.)

Motion/Second: Olterman/George, to approve:

1. **Appointment to the Board of Zoning Appeals** (AF: 162-2022) (Mayor Shull).

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Approve:

APPOINTMENT OF WESLEY COMBS TO SERVE A TERM ON THE **BOARD OF ZONING APPEALS** TO FULFILL THE UNEXPIRED TERM OF JEFF LITTLE EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2023.

Passed: All present voting “aye.”

2. Appointment to the Gateway Review Commission (AF: 163-2022) (Mayor Shull).

Approve:

APPOINTMENT OF DANIEL DUNCAN TO SERVE A FIVE-YEAR TERM ON THE **GATEWAY REVIEW COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2027.

Passed: All present voting “aye.”

3. Appointments/Reappointments to the Public Art Committee (AF: 164-2022) (Mayor Shull).

Approve:

APPOINTMENT OF JIM BEGLEY TO FULFILL THE UNEXPIRED TERM OF SUZANNE BARRETT JUSTIS EXPIRING ON JULY 31, 2023, APPOINTMENT OF GEORGE CHAMOUN TO FULFILL THE UNEXPIRED TERM OF LYNN JAMES EXPIRING ON JULY 31, 2023 AND REAPPOINTMENTS OF BRAD HOOVER AND JOE ZOELLER TO SERVE THREE-YEAR TERMS ON THE **PUBLIC ART COMMITTEE** EFFECTIVE IMMEDIATELY AND EXPIRING JULY 31, 2025.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

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

- A. May 16, 2022 Regular Work Session
- B. May 17, 2022 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

- 1. Vacate a Portion of Jared Drive** (AF: 158-2022) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.1. CeeGee McCord spoke on behalf of Eastman in favor of this item.

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Motion/Second: Duncan/Olterman, to pass:

AN ORDINANCE TO VACATE A PORTION OF JARED DRIVE SITUATED IN THE CITY OF KINGSFORT, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Abandon 15’ Wide Sanitary Sewer Easement (AF: 159-2022)
(Savannah Garland).

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

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO ABANDON A 15’ WIDE SANITARY SEWER EASEMENT LOCATED OFF OF ROCK SPRINGS ROAD SITUATED IN THE CITY OF KINGSFORT, FOURTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Adopt FY22-23 Budget (AF: 166-2022) (Chris McCartt).

PUBLIC COMMENT ON ITEM VI.A.3. Maureen Stavrakoglou spoke in opposition and Phil Whittemore spoke in favor of this item.

Motion/Second: George/Olterman, to pass:

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Adopt FY22-23 Water Fund Budget (AF: 167-2022) (Chris McCartt).

PUBLIC COMMENT ON ITEM VI.A.4. Pete Stavrakoglou asked for clarity on this item.

Motion/Second: Olterman/George, to pass:

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Adopt FY22-23 Sewer Fund Budget (AF: 168-2022) (Chris McCartt).

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PUBLIC COMMENT ON ITEM VI.A.5. None.

Motion/Second: Duncan/Phillips, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, 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. Adopt FY22-23 Metropolitan Planning Project Grant Fund Budget (AF: 169-2022) (Chris McCartt).

Motion/Second: Phillips/Montgomery, 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.”

2. Adopt FY22-23 Community Development Block Grant Fund Budget (AF: 170-2022) (Chris McCartt).

Motion/Second: Olterman/George, 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, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Adopt FY22-23 School Public Law 93-380 Grant Project Fund Budget (AF: 171-2022) (Chris McCartt).

Motion/Second: Duncan/Cooper, 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.”

4. Adopt FY22-23 Schools Special Projects Grant Fund Budget (AF: 172-2022) (Chris McCartt).

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Motion/Second: Montgomery/Phillips, to pass:

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

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

5. Budget Adjustment for Various Funds in FY22 (AF: 173-2022)
(Chris McCartt).

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING
JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

**1. Amend FY22 General Purpose School Fund and General Project
Fund Budgets (AF: 137-2022) (David Frye).**

Motion/Second: Olterman/Duncan, to pass:

ORDINANCE NO. 7013, AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR
ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Amend FY22 Schools Federal Projects Fund Budget (AF: 138-
2022) (David Frye).**

Motion/Second: Montgomery/Cooper, to pass:

ORDINANCE NO. 7014, AN ORDINANCE TO AMEND THE FY 2022 SCHOOL
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE
OF THIS ORDINANCE

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

**3. Amend FY22 School Special Projects Fund Budget (AF: 139-
2022) (David Frye)**

Motion/Second: Phillips/Olterman, to pass:

ORDINANCE NO. 7015, AN ORDINANCE TO AMEND THE FY 2022 SCHOOL SPECIAL
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

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4. Budget Adjustment for Various Funds in FY22 (AF: 143-2022)
(Chris McCartt)

Motion/Second: George/Olterman, to pass:

ORDINANCE NO. 7016, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Contract with Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF: 160-2022) (Ryan McReynolds).

Motion/Second: Olterman/Duncan, to pass:

Resolution No. 2022-256, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2023 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES; TO EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER REMOVAL ALONG JOHN B. DENNIS HIGHWAY AND INTERSTATE 26; AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting “aye.”

2. Amend Professional Services Agreement with Gresham, Smith & Partners for Engineering Design Services for the Wastewater Storage Facility Project (AF: 157-2022) (Ryan McReynolds)

Motion/Second: Montgomery/Phillips, to pass:

Resolution No. 2022-257, A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRESHAM, SMITH & PARTNERS FOR THE ENGINEERING SERVICES FOR THE WASTEWATER STORAGE FACILITY PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

3. Agreement with Barge Design to Complete Wastewater Treatment Plant Master Plan (AF: 161-2022) (Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

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Resolution No. 2022-258, A RESOLUTION APPROVING AN AGREEMENT WITH BARGE DESIGN TO COMPLETE THE WASTEWATER TREATMENT PLANT MASTER PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

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

Motion/Second: George/Olterman, to adopt:

1. Interlocal Agreement with Sullivan County for its Sullivan County Emergency Management Agency (AF: 141-2022) (Chief Boyd).

Pass:

Resolution No. 2022-259, A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT WITH SULLIVAN COUNTY ON BEHALF OF ITS SULLIVAN COUNTY EMERGENCY MANAGEMENT AGENCY, FOR THE CREATION AND OPERATION OF A MULTI-JURISDICTIONAL TASK FORCE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

2. Reject Bids for the North Eastman Road Bridge Over Lincoln Street Repair Project (AF: 156-2022) (Ryan McReynolds).

Pass:

Resolution No. 2022-260, A RESOLUTION REJECTING ALL BIDS RELATED TO THE NORTH EASTMAN ROAD BRIDGE OVER LINCOLN STREET REPAIR PROJECT

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

3. Agreements with Lynn View Pee Wee Football League for the Use of the Lynn View Sports Facilities and Concession Facilities (AF: 165-2022) (Michael Borders).

Pass:

Resolution No. 2022-261, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE LYNN VIEW PEE WEE FOOTBALL LEAGUE RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

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

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4. Approve MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement and Authorize the Director of Human Resources to Electronically Execute the Agreement (AF: 174-2022) (Tyra Copas).

Pass:

Resolution No. 2022-262, A RESOLUTION APPROVING THE MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT AND AUTHORIZING THE PLAN COORDINATOR TO EXECUTE THE ADOPTION AGREEMENT VIA THE ELECTRONIC PROCESS SET FORTH BY MISSIONSQUARE

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

5. Authorize Participation in a Low Income Household Water Assistance Program with Upper East Tennessee Human Development Agency (AF: 176-2022) (Lisa Winkle).

Pass:

Resolution No. 2022-263, A RESOLUTION APPROVING A VENDOR AGREEMENT FOR PARTICIPATION IN THE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM WITH UPPER EAST TENNESSEE HUMAN DEVELOPMENT AGENCY, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt congratulated Assistant City Manager Michael Borders and his wife on the birth of their first baby.

B. MAYOR AND BOARD MEMBERS. Alderman Montgomery commented on a groundbreaking in Colonial Heights, pointing out this was a second generation business. He provided information on the Juneteenth activities scheduled for that weekend. He also invited citizens to a community prayer for Dennis Phillips and his leadership. Alderman Phillips mentioned on the 350 jobs that were announced yesterday. He also commented on the presentations made at the work session yesterday, noting KEDB's vote regarding the property purchase of Brickyard Park. Alderman Olterman stated he spoke with the football and baseball coaches and received good reports. Alderman Duncan noted the Axmen's season had started. He also stated the City was a great place to work for those seeking employment. Alderman Cooper commented on the Friday night and Sunday night concerts downtown this summer and was free as well as family friendly. She also mentioned the music in the park on Friday

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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afternoons next to the library. Vice Mayor George acknowledged City Attorney Rowlett's first official meeting and voiced her appreciation for the informative budget work sessions. She also commented on the new Bays Mountain Legacy Trail. Mayor Shull congratulated City Attorney Rowlett stating he appreciated his help. He also mentioned the ACT Call Center announcing 350 plus jobs. He recognized the passing of Sam Anderson, pointing out his work in the community and stating he will be missed. Lastly the mayor expressed his appreciation for city staff and Budget Director John Morris for all their hard work on the budget.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 9:24 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Conduct a Public Hearing and Consider a Resolution to Annex and Adopt a Plan of Services for the Fieldcrest Annexation and Consider an Ordinance to Amend the Zoning Ordinance

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

Action Form No.: AF-184-2022
 Work Session: June 20, 2022
 First Reading: June 21, 2022

Final Adoption: July 19, 2022
 Staff Work By: Ken Weems
 Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve resolution for the Fieldcrest Annexation
- Approve ordinance amending the zoning ordinance for the Fieldcrest Annexation
- Approve resolution adopting a Plan of Services for the annexation area

Executive Summary:

This is an owner-requested annexation of approximately 200 acres located off Fieldcrest Road and Catawba Lane. The proposed zoning for the annexation site consists of the PD (Planned Development), R-3 (Low Density Apartment), R-5 (High Density Apartment), and B-1 (Neighborhood Commercial) districts. The purpose of the annexation is to accommodate development of 1,050 proposed residential units on the site. Opposition was received from one adjacent property owner during the Planning Commission meeting as part of the public comment period for this item. The opposing comments identified the annexation area as rural in nature, acknowledged close proximity of the new county high school, and addressed added traffic to the area. This is a non-contiguous annexation which is allowable per TCA 6-51-104(d) which also requires that a mutual aid agreement be approved by the BMA and County Commission for emergency services and road maintenance for the property between the existing city limits and the annexation site. During their May 2022 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on June 5, 2022.

Attachments:

1. Notice of Public Hearing
2. Annexation Resolution
3. Zoning Ordinance
4. Plan of Services Resolution
5. Staff Report

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: *[Signature]*

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 21, 2022 to consider the annexation, zoning, and plan of services for the property defined as a portion of Sullivan County Tax Map 063 Parcel 128.00. The regular business meeting will begin at 7:00 p.m. in the Board of Mayor and Alderman meeting room on the third floor of City Hall, at 415 Broad Street, Kingsport, Tennessee.

The property proposed for annexation and rezoning is generally described as follows:

Tract 1:

BEGINNING at a point; thence S 47°31'31" W a distance of 91.74' to a point; thence with a curve turning to the right with an arc length of 107.78', with a radius of 1072.34', with a chord bearing of S 50°24'17" W, with a chord length of 107.74', to a point; thence S 53°17'03" W a distance of 41.73' to a point; thence with a curve turning to the right with an arc length of 428.04', with a radius of 1787.65', with a chord bearing of S 60°08'37" W, with a chord length of 427.01', to a point; thence S 67°00'12" W a distance of 62.99' to a point; thence with a curve turning to the left with an arc length of 174.22', with a radius of 344.42', with a chord bearing of S 52°30'45" W, with a chord length of 172.36', to a point; thence S 38°01'18" W a distance of 404.62' to a point; thence S 38°44'35" W a distance of 529.94' to a point; thence S 37°09'50" W a distance of 183.94' to a point; thence with a curve turning to the right with an arc length of 120.73', with a radius of 1430.02', with a chord bearing of S 39°34'58" W, with a chord length of 120.70', to a point; thence S 42°00'05" W a distance of 26.35' to a point; thence with a curve turning to the left with an arc length of 91.70', with a radius of 1477.36', with a chord bearing of S 40°13'24" W, with a chord length of 91.68', to a point; thence S 38°26'42" W a distance of 196.14' to a point; thence S 39°59'03" W a distance of 140.71' to a point; thence N 40°49'13" W a distance of 651.06' to a point; thence N 27°09'14" E a distance of 317.10' to a point; thence N 44°37'46" E a distance of 307.14' to a point; thence N 34°29'32" E a distance of 572.60' to a point; thence N 39°12'27" W a distance of 1290.78' to a point; thence S 64°06'24" W a distance of 468.10' to a point; thence N 38°36'19" W a distance of 1371.16' to a point; thence N 46°48'12" E a distance of 500.00' to a point; thence with a curve turning to the right with an arc length of 210.39', with a radius of 351.38', with a chord bearing of N 63°57'24" E, with a chord length of 207.26', to a point; thence N 81°06'35" E a distance of 152.69' to a point; thence with a curve turning to the left with an arc length of 203.08', with a radius of 1481.38', with a chord bearing of N 77°10'56" E, with a chord length of 202.93', to a point; thence N 73°15'18" E a distance of 168.48' to a point; thence with a curve turning to the left with an arc length of 56.76', with a radius of 1481.34', with a chord bearing of N 72°09'27" E, with a chord length of 56.75', to a point; thence

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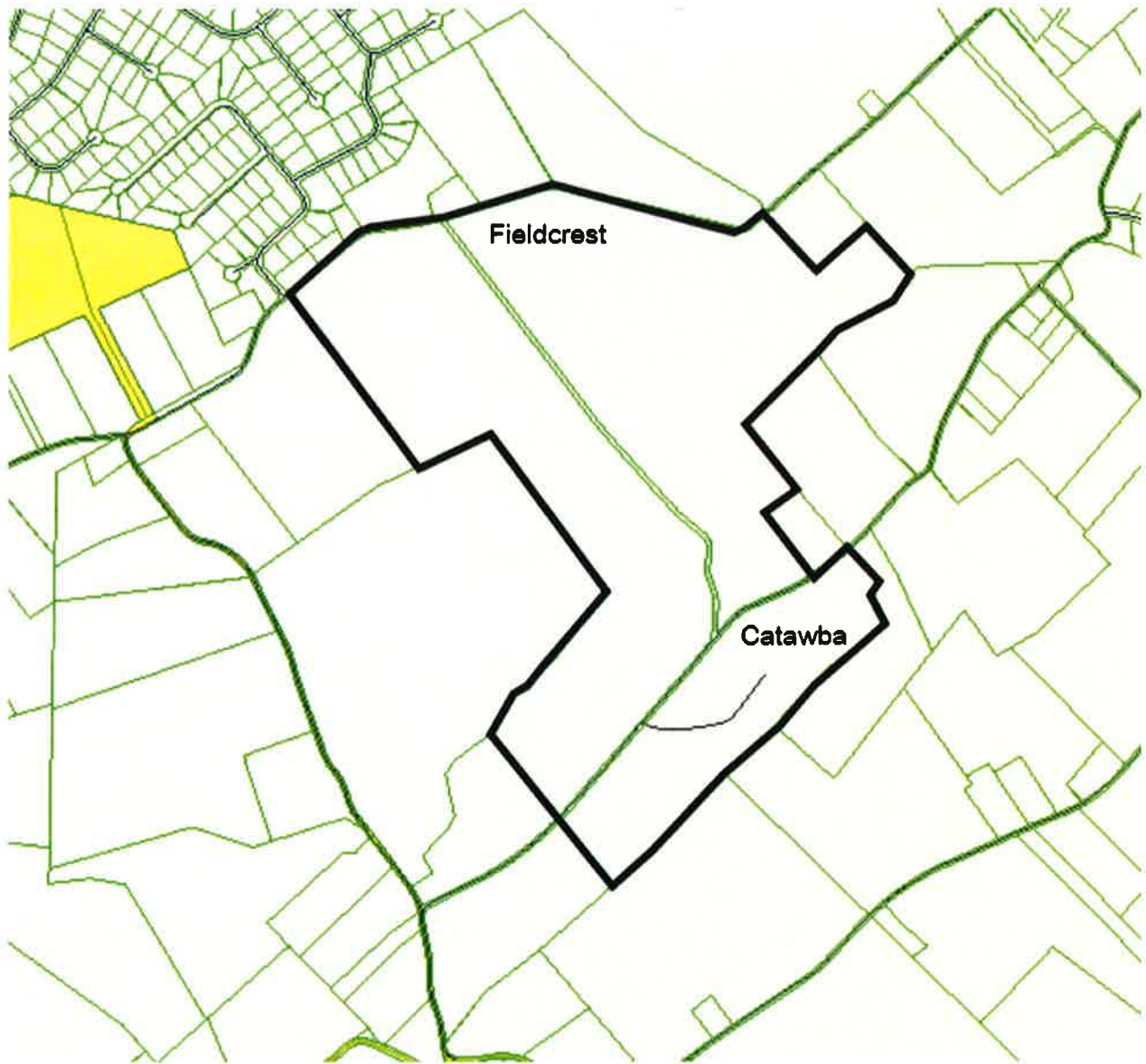
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All interested persons are invited to attend this meeting and public hearing. A detailed map, annexation resolution, and plan of service resolution is on file in the offices of the City Clerk, Kingsport Chamber of Commerce, Kingsport Public Library, and in the territory that is proposed for annexation for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9368.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.



CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 6/5/2022

RESOLUTION NO. ____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE FIELDCREST ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH SULLIVAN COUNTY FOR THE PROVISION OF ROAD AND BRIDGE MAINTENANCE AS WELL AS EMERGENCY SERVICES TO INTERCEDING PROPERTIES PUSUANT TO TENNESSEE CODE ANNOTATED SECTION 6-51-104 AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE INTERLOCAL AGREEMENT

WHEREAS, before any territories may be annexed under Tennessee Code Annotated § 6-51-104, the governing body shall have previously adopted a plan of services pursuant to Tennessee Code Annotated § 6-51-102 setting forth the identification and timing of municipal services; and

WHEREAS, before the necessary plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed Fieldcrest annexation was submitted to the Kingsport Regional Planning Commission on May 19, 2022, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held June 21, 2022; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of fifteen (15) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on June 5, 2022; and

WHEREAS, pursuant to Tennessee Code Annotated § 6-51-104(d)(4) for the annexation of territories which do not adjoin the boundary of the main part of the municipality an interlocal agreement must be entered into between the municipality and the county establishing the responsibility for the maintenance of roads and bridges along the primary route to the annexed territory as well as the provision of emergency services to any interceding properties; and

WHEREAS, the Sullivan County Commission was presented with and approved the necessary interlocal agreement at its regularly scheduled business meeting held on June 16th, 2022; and

WHEREAS, the City of Kingsport, has been petitioned by the owner of certain property to annex the same pursuant to the provisions of Tennessee Code Annotated, §6-51-104 said property constituting a portion of the 7th Civil District of Sullivan County, Tennessee, commonly known as the Fieldcrest Annexation, and more particularly described as follows:

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AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area and authorizes the mayor to execute an interlocal agreement in accordance with Tennessee Code Annotated § 6-51-104(d)(4).

Now, therefore,

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

SECTION I. That a Plan of Services for the Fieldcrest Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

**Fieldcrest
Plan of Services**

1. Police Protection

A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.

B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 119 police officers and approximately 43 civilian personnel to provide services 24-hours per day, 365 days a year.

C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 363 mandatory and 54 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.

D. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo approximately 500 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo approximately 696 hours of field officer training where they will work and be trained by designated training officers.

E. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs and drug education/awareness programs to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

F. The Kingsport Police Department currently maintains an approximate 3 minute and 7 second average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.

B. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.

C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.

D. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.

E. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.

B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.

C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant has been the recipient of the EPA Partnership for Safe Drinking Water award for nine consecutive years.

D. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

5. Sanitary Sewer

A. City of Kingsport sanitary sewer will be installed and extended to the property within five (5) years after the effective date of annexation. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.

B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.

C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 100 sewer lift stations and approximately 550 miles of sanitary sewer collection lines to provide sewer service to our customers.

D. The City of Kingsport Wastewater Treatment Plant continually invests in improvements to provide a reliable and dependable infrastructure.

E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements, and the Wastewater Treatment Plant is the recipient of multiple operations excellence awards.

F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee

Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and access to recycling centers will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. Public Road/Street Construction & Repair

A. Emergency and routine maintenance of any future streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation and once constructed and accepted by the City. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.

B. Cleaning of streets of snow and ice clearing on future City streets will begin on the operative date of annexation and once constructed and accepted on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.

C. Future streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.

D. Routine Right of Way maintenance on any future city streets will also be provided on the effective date of annexation and once constructed and accepted. Tasks include Mowing, Tree Maintenance and Weed Control by certified personnel as needed to respond to routine maintenance requests and emergencies.

E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.

B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.

C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.

D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services

Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation.

10. Zoning Services

A. The area will be zoned PD (Planned Development District), R-3 (Low Density Apartment District), R-5 (High Density Apartment District, and B-1 (Neighborhood Business District).

B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.

C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.

D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.

B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

13. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

14. Storm Sewers

Maintenance of existing storm sewer systems within the public ROW is provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

15. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

16. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

17. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

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 interlocal agreement with Sullivan County, Tennessee for the provision of road and bridge maintenance along the primary route to the annexed territory as well as emergency services to the interceding properties, to deliver the interlocal agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the interlocal agreement and this resolution, said agreement being as follows:

INTERLOCAL AGREEMENT

THIS AGREEMENT, to be effective as of the last date signed below, is made and entered into by and between **Sullivan County, Tennessee**, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the **City of Kingsport, Tennessee**, a municipal corporation of the State of Tennessee (hereinafter referred to as "City").

WHEREAS, Tenn. Code Ann. § 5-1-113 authorizes and empowers the chief legislative body of any county and the chief legislative body of any municipality lying therein to enter into agreements necessary for the purpose of permitting the county and the municipality to conduct, operate, or maintain desirable and necessary services or functions as deemed appropriate; and

WHEREAS, City has been petitioned by interested persons to annex property that does not adjoin the main part of the municipality pursuant to Tenn. Code Ann. § 6-51-104(d); and

WHEREAS, the property in question is located in the 7th Civil District of Sullivan County containing approximately 201 acres and comprises a portion of Tax Map 063, Parcel 128.00 being more particularly described in Exhibit A hereto and referred to hereinafter as the Fieldcrest Annexation; and

WHEREAS, currently this property is unimproved though if annexed the proposed use would be mixed use residential and commercial development; and

WHEREAS, this owner requested annexation was presented to the Kingsport Regional Planning Commission at its May 19, 2022 and at which the Kingsport Regional Planning Commission voted to submit a favorable recommendation to the Kingsport Board of Mayor of Aldermen to annex the Fieldcrest Annexation; and

WHEREAS, the Kingsport Regional Planning Commission was also presented with a proposed Plan of Services meeting the requirements of Tenn. Code Ann. § 6-51-102 which also received a favorable recommendation from the Kingsport Regional Planning Commission; and

WHEREAS, as a result of the fact this is a non-contiguous annexation Tenn. Code Ann. § 6-51-104(d)(4) requires that an interlocal agreement be entered into between the County and City pursuant to Tenn. Code Ann. § 5-1-113 to provide emergency services for any interceding properties and to maintain roads and bridges comprising the primary route to the area thus annexed as the municipality and county deem necessary; and

NOW THEREFORE, pursuant to Tennessee Code Annotated § 5-1-113, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. That property which generally lies along the northeasterly side of Lynn Road from its intersection with Catawba Lane being further identified as Tax Parcel 122.00, of Tax Map 063 shall constitute the interceding property pursuant to Tenn. Code Ann. § 6-51-104(d)(4).

2. The City shall provide emergency services for the said interceding properties as follows:

a. Police Protection

- i. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- ii. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 119 police officers and approximately 43 civilian personnel to provide services 24-hours per day, 365 days a year.
- iii. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 363 mandatory and 54 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- iv. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo approximately 500 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo approximately 696 hours of field officer training where they will work and be trained by designated training officers.
- v. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs and drug education/awareness programs to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- vi. The Kingsport Police Department currently maintains an approximate 3 minute and 7 second average response time to emergency and urgent calls within the corporate limits.

b. Fire Protection

- i. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a city government.
- ii. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- iii. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- iv. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. That portion of Catawba Lane which lies between the City's current boundary along Lynn Road and the Fieldcrest Annexation property shall constitute the primary route to the Fieldcrest Annexation pursuant to Tenn. Code Ann. § 6-51-104(d)(4).

4. The City shall provide for the maintenance and repair of said portion of Catawba Lane as follows:

a. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.

b. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training

to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.

c. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.

d. Routine Right of Way maintenance is also provided on the effective date of annexation. Tasks include mowing, tree maintenance and weed control by certified personnel as needed to respond to routine maintenance requests and emergencies.

e. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

5. The County shall continue to provide those emergency medical services currently provided to the interceding property.

6. The terms and conditions of any interlocal agreements currently in effect pursuant to which City and County provide mutual aide to one another in the form of emergency response services shall continue in full force and effect as to the provision of such services to the interceding property.

7. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, pandemics, epidemics, labor shortages, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

8. Pursuant to state law, including the Governmental Tort Liability Act, each party hereto will be responsible for its own acts. No provision of this Agreement shall act as or be deemed a waiver by any party of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act as set forth in Tenn. Code Ann. § 29-20-101 *et. seq.*

9. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

10. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

11. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

12. This Agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until terminated or expiration of the term.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

[Acknowledgements and Exhibit A 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 interlocal 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. This resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of June, 2022.

ATTEST:

PATRICK W. SHULL, Mayor

LISA WINKLE, City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PRE-FILED
ORDINANCE NO. _____ CITY RECORDER

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FIELDCREST ROAD FROM COUNTY A-1, GENERAL AGRICULTURAL DISTRICT, TO PD (PLANNED DEVELOPMENT DISTRICT), R-3 (LOW DENSITY APARTMENT DISTRICT), R-5 (HIGH DENSITY APARTMENT DISTRICT) AND B-1 (NEIGHBORHOOD BUSINESS DISTRICT). IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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 Fieldcrest Road from County A-1, General Agricultural District to PD (Planned Development District), R-3 (Low Density Apartment District), R-5 (High Density Apartment District) and B-1 (Neighborhood Business District) in the 7th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1: PD District:

BEGINNING at a point on the southern right of way of Fieldcrest Road; beginning at a point on the southern right of way of Fieldcrest Road; thence leaving right of way S 41°13'12" E a distance of 420.21' to a point; thence N 46°49'01" E a distance of 392.93' to a point; thence S 44°48'50" E a distance of 419.15' to a point; thence S 45°50'39" E a distance of 117.69' to a point; thence S 40°48'17" E a distance of 37.08' to a point; thence S 45°52'30" W a distance of 245.01' to a point; thence S 65°40'02" W a distance of 318.11' to a point; thence S 40°28'19" W a distance of 79.94' to a point; thence N 41°13'12" W a distance of 229.45' to a point; thence S 40°48'56" W a distance of 1031.13' to a point; thence S 20°08'23" W a distance of 617.02' to a point; thence S 52°21'11" E a distance of 207.13' to a point; thence N 49°36'13" E a distance of 660.35' to a point; thence S 42°25'58" E a distance of 150.09' to a point; thence S 49°36'13" W a distance of 232.80' to a point; thence S 42°42'09" E a distance of 510.54' to a point in the right of way of Catawba Lane; thence S 53°17'03" W a distance of 10.67' to a point; thence with a curve turning to the right with an arc length of 140.88', with a radius of 1787.65', with a chord bearing of S 55°32'31" W, with a chord length of 140.85', to a point; thence leaving the right of way of Catawba Lane N 42°42'09" W a distance of 495.27' to a point; thence S 49°36'13" W a distance of 292.11' to a point; thence with a curve turning to the right with an arc length of 250.59', with a radius of 250.00', with a chord bearing of S 09°18'44" W, with a chord length of 240.23', to a point; thence S 38°01'39" W a distance of 199.82' to a point; thence S 51°58'21" E a distance of 240.00' to a point in the right of way of Catawba Lane; thence S 38°01'18" W a

distance of 271.02' to a point; thence S 38°44'35" W a distance of 529.94' to a point; thence S 37°09'50" W a distance of 183.94' to a point; thence with a curve turning to the right with an arc length of 120.73', with a radius of 1430.02', with a chord bearing of S 39°34'58" W, with a chord length of 120.70', to a point; thence S 42°00'05" W a distance of 26.35' to a point; thence with a curve turning to the left with an arc length of 91.70', with a radius of 1477.36', with a chord bearing of S 40°13'24" W, with a chord length of 91.68', to a point; thence S 38°26'42" W a distance of 196.14' to a point; thence S 39°59'03" W a distance of 140.71' to a point; thence leaving Catawba Lane N 40°49'13" W a distance of 651.06' to a point; thence N 27°09'14" E a distance of 317.10' to a point; thence N 44°37'46" E a distance of 307.14' to a point; thence N 34°29'32" E a distance of 104.61' to a point; thence S 51°58'21" E a distance of 138.39' to a point; thence N 38°01'39" E a distance of 346.67' to a point; thence N 60°03'06" E a distance of 120.00' to a point; thence N 38°01'39" E a distance of 309.39' to a point; thence N 42°46'30" W a distance of 145.05' to a point; thence with a curve turning to the left with an arc length of 144.95', with a radius of 300.00', with a chord bearing of N 56°37'00" W, with a chord length of 143.55', to a point; thence N 70°27'31" W a distance of 36.47' to a point; thence S 38°01'39" W a distance of 275.61' to a point; thence N 39°12'27" W a distance of 1179.44' to a point; thence S 64°06'24" W a distance of 468.10' to a point; thence N 38°36'19" W a distance of 1371.16' to a point; thence N 46°48'12" E a distance of 500.00' to a point; thence with a curve turning to the right with an arc length of 210.39', with a radius of 351.38', with a chord bearing of N 63°57'24" E, with a chord length of 207.26', to a point; thence N 81°06'35" E a distance of 152.69' to a point; thence with a curve turning to the left with an arc length of 203.08', with a radius of 1481.38', with a chord bearing of N 77°10'56" E, with a chord length of 202.93', to a point; thence N 73°15'18" E a distance of 168.48' to a point; thence with a curve turning to the left with an arc length of 56.76', with a radius of 1481.34', with a chord bearing of N 72°09'27" E, with a chord length of 56.75', to a point; thence N 71°03'35" E a distance of 396.85' to a point; thence with a curve turning to the left with an arc length of 47.49', with a radius of 1525.00', with a chord bearing of N 70°10'04" E, with a chord length of 47.49', to a point; thence N 69°16'32" E a distance of 78.13' to a point; thence with a curve turning to the right with an arc length of 99.58', with a radius of 163.53', with a chord bearing of N 86°43'14" E, with a chord length of 98.05', to a point; thence S 75°50'03" E a distance of 52.40' to a point; thence with a curve turning to the left with an arc length of 108.82', with a radius of 1917.06', with a chord bearing of S 77°27'37" E, with a chord length of 108.81', to a point; thence S 79°05'12" E a distance of 453.90' to a point; thence with a curve turning to the right with an arc length of 74.00', with a radius of 2049.67', with a chord bearing of S 78°03'09" E, with a chord length of 73.99', to a point; thence S 77°01'05" E a distance of 50.71' to a point; thence with a curve turning to the left with an arc length of 58.85', with a radius of 1594.29', with a chord bearing of S 78°04'32" E, with a chord length of 58.85', to a point; thence S

79°08'00" E a distance of 252.63' to a point; thence with a curve turning to the right with an arc length of 66.79', with a radius of 1314.53', with a chord bearing of S 77°40'39" E, with a chord length of 66.79', to a point; thence S 76°13'19" E a distance of 53.72' to a point; thence with a curve turning to the left with an arc length of 122.18', with a radius of 123.45', with a chord bearing of N 75°25'32" E, with a chord length of 117.25', to a point; thence N 47°04'22" E a distance of 203.36' to a point; which is the point of BEGINNING having an area of approximately 149.28 acres.

Tract 2 R-3 District:

BEGINNING at a point in the northern right of way of Catawba Lane; thence with the right of way S 38°01'39" W a distance of 114.65' to a point; thence S 38°01'39" W a distance of 268.07' to a point; thence leaving the right of way N 51°58'21" W a distance of 590.95' to a point; thence N 34°48'11" E a distance of 383.33' to a point; thence S 51°58'21" E a distance of 612.51' to a point; which is the point of BEGINNING, containing approximately 5.29 acres. The bearings and distances are approximate and are based on adjoining deeds and maps of record and does not depict a current boundary survey and is only to be used for informational purposes. Description For R-5 Approximately 5.09 Acres BEGINNING at a point on the northern right of way of Catawba Lane; thence S 38°01'39" W a distance of 382.72' to a point; thence leaving the right of way N 51°58'21" W a distance of 569.39' to a point; thence N 34°48'11" E a distance of 383.33' to a point; thence S 51°58'21" E a distance of 590.95' to a point; which is the point of BEGINNING, Containing approximately 5.09 acres.

Tract 3 B-1 District:

BEGINNING at a point; thence S 38°01'39" W a distance of 1343.08' to a point; thence N 40°49'13" W a distance of 269.05' to a point in the right of way of Catawba Lane; thence with right of way N 39°59'03" E a distance of 149.47' to a point; thence N 38°26'42" E a distance of 196.82' to a point; thence with a curve turning to the right with an arc length of 88.60', with a radius of 1427.38', with a chord bearing of N 40°13'24" E, with a chord length of 88.58', to a point; thence N 42°00'05" E a distance of 26.35' to a point; thence with a curve turning to the left with an arc length of 124.96', with a radius of 1480.01', with a chord bearing of N 39°34'58" E, with a chord length of 124.92', to a point; thence N 37°09'50" E a distance of 183.25' to a point; thence N 38°44'35" E a distance of 529.57' to a point; thence N 38°01'18" E a distance of 17.22' to a point; thence leaving right of way S 46°11'23" E a distance of 246.22' to a point; which is the point of BEGINNING, having an area of 7.71 acres

Tract 4 R-5 District:

BEGINNING at a point; thence S 40°25'05" W a distance of 650.38' to a point; thence S 42°25'58" E a distance of 294.48' to a

point; thence S 49°36'13" W a distance of 660.35' to a point; thence N 52°21'11" W a distance of 207.13' to a point; thence N 20°08'23" E a distance of 617.02' to a point; thence N 40°48'56" E a distance of 1031.13' to a point; thence S 41°13'12" E a distance of 229.45' to a point; thence S 40°28'19" W a distance of 227.59' to a point; which is the point of BEGINNING, having an area of 10.78 acres.

Tract 5 R-5 District:

BEGINNING at a point; thence S 42°42'09" E a distance of 495.27' to a point in Catawba Lane; thence with a curve turning to the right with an arc length of 287.15', with a radius of 1787.65', with a chord bearing of S 62°24'05" W, with a chord length of 286.85', to a point; thence S 67°00'12" W a distance of 62.99' to a point; thence with a curve turning to the left with an arc length of 174.22', with a radius of 344.42', with a chord bearing of S 52°30'45" W, with a chord length of 172.36', to a point; thence S 38°01'18" W a distance of 133.61' to a point; thence leaving right of way N 51°58'21" W a distance of 240.00' to a point; thence N 38°01'39" E a distance of 199.82' to a point; thence with a curve turning to the left with an arc length of 250.59', with a radius of 250.00', with a chord bearing of N 09°18'44" E, with a chord length of 240.23', to a point; thence N 49°36'13" E a distance of 292.11' to a point; which is the point of BEGINNING, having an area of 5.42 acres.

Tract 6 R-5 District:

BEGINNING at a point; thence S 42°00'59" W a distance of 348.47' to a point; thence S 42°02'12" W a distance of 1015.42' to a point; thence N 40°49'13" W a distance of 288.39' to a point; thence N 38°01'39" E a distance of 1343.08' to a point; thence S 46°11'23" E a distance of 380.11' to a point; which is the point of BEGINNING, having an area of 10.31 acres

Tract 7 R-3 District:

BEGINNING at a point; thence S 41°53'39" W a distance of 558.86' to a point; thence S 42°00'59" W a distance of 118.42' to a point; thence N 46°11'23" W a distance of 626.34' to a point in the right of way of Catawba Lane; thence with the right of way N 38°01'18" E a distance of 387.72' to a point; thence with a curve turning to the right with an arc length of 148.92', with a radius of 294.42', with a chord bearing of N 52°30'45" E, with a chord length of 147.34', to a point; thence N 67°00'12" E a distance of 62.99' to a point; thence with a curve turning to the left with an arc length of 440.01', with a radius of 1837.65', with a chord bearing of N 60°08'37" E, with a chord length of 438.96', to a point; thence N 53°17'03" E a distance of 41.73' to a point; thence with a curve turning to the left with an arc length of 112.81', with a radius of 1122.34', with a chord bearing of N 50°24'17" E, with a chord length of 112.76', to a point; thence N 47°31'31" E a distance of

91.70' to a point; thence leaving right of way S 42°25'58" E a distance of 284.32' to a point; thence S 41°25'11" W a distance of 56.57' to a point; thence S 25°15'19" E a distance of 242.77' to a point; thence S 52°49'35" W a distance of 421.62' to a point; which is the point of BEGINNING, having an area of 16.16 acres

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:

Lisa Winkle
City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

Current Annual Revenue (Vacant Property)	
Property Tax	\$ -
State Shared Tax	\$ -
Water/Sewer Fees	\$ -
Total Current Revenue (Vacant)	\$ -



14-Jun-22

Proposed Annual Revenue After Buildout	
Property Tax (breakdown below)	\$ 1,163,404
State Shared Tax (breakdown below)	\$ 288,750
Water/Sewer Fees	\$ 582,656
Total Annual Revenue	\$ 2,034,810
Proposed One Time Revenue After Buildout	
Water/Sewer Taps (one time)	\$ 1,790,250

Fieldcrest Annexation Analysis

Single Family Units	400
Town House Units	250
Apartments	400
Neighborhood Commercial	8 acres

One Time Expenses	
Police Department	\$ 788,903
Street Lighting	\$ 89,369
Traffic Controls	\$ 5,810
Water	\$ 1,200,000
Sewer	\$ 2,500,000
Building	\$ 28,000
Sanitation Refuse	\$ 50,634
Recycling	\$ 41,250
Trash	\$ 56,824
Street Sweeping	\$ 2,597
Street Maintenance	\$ 699
Right of Way	\$ 1,538
Leaves	\$ 77,132
Landscaping	\$ 539
Streets/Sanitation Admin.	\$ 3,006
Schools	\$ 125,000
Total One Time Expenses	\$ 4,971,302

Annual Expenses	
Police Service	\$ 647,364
Street Lighting	\$ 11,369
Traffic Controls	\$ 2,010
Building Department	\$ 58,000
Sanitation Refuse	\$ 55,070
Recycling	\$ 17,781
Trash	\$ 33,187
Street Sweeping	\$ 653
Street Maintenance	\$ 3,203
Right of Way	\$ 1,538
Leaves	\$ 42,071
Landscaping	\$ 827
Streets/Sanitation Admin.	\$ 12,438
Schools	\$ 30,000
Total Annual Expenses	\$ 915,511

Yellow highlight denotes expenses outside the General Fund (Water Fund, Sewer Fund, Schools Fund)

	One Time Total Cost	\$ 4,971,302
	One Time Revenue After Buildout	\$ 1,790,250
	Annual Expenses After Buildout	\$ 915,511
	Annual Revenues After Buildout	\$ 2,034,810
	Difference in Annual Rev/Exp	\$ 1,119,299

Property Tax Estimates for Total Buildout

# of SF Units	400 Total					
Average Appraised Value	\$	285,000	\$	114,000,000	Commercial	
Assessed Value	\$	71,250	\$	28,500,000	Appraised Value	\$ 2,000,000
Assumed Tax Rate	\$	1.99	\$	567,150	Assessed Value	\$ 800,000
					Assumed Tax Rate	\$ 1.99
					Estimated Property Tax	\$ 15,920
# of Townhome Units	250 Total					
Average Appraised Value	\$	185,000	\$	46,250,000		
Assessed Value	\$	46,250	\$	11,562,500		
Assumed Tax Rate	\$	1.99	\$	230,094		
# of Multifamily Units	400 Total					
Average Appraised Value	\$	110,000	\$	44,000,000		
Assessed Value	\$	44,000	\$	17,600,000		
Assumed Tax Rate	\$	1.99	\$	350,240		

Total \$ 1,163,404

State Shared Tax for Total Buildout		Total # of Kids	BEP Funding Per Kid	School Breakdown
Est. State Shared Tax/person	\$ 125		\$ 4,950	Total 355
Est population/house (census)	2.2	0.4 (SF) 0.3 (TH or Apt)		Elementary: 177.5
Total number of Units	1,050	355	\$ 1,757,250	Middle: 88.75
Est population total	2,310	Schools estimate 1/2 of kids being elementary, 1/4 middle and 1/4 high		High: 88.75
Total Est. State Shared Tax	\$ 288,750		Total Funding for Schools \$1,757,250	

Water/Sewer Billing Revenue

Rate	Gallons	Water	Sewer	Combined Total
Single Family	4,000	\$ 16.73	\$ 41.77	\$ 59
Townhome	3,000	\$ 13.56	\$ 31.25	\$ 45
Apartment (4 100 unit buildings)	250,000	\$ 858.35	\$ 2,629.69	\$ 3,488
Monthly Revenue	Units	Water	Sewer	Combined Monthly Total
Single Family	400	\$ 6,692.00	\$ 16,708.00	\$ 23,400.00
Townhome	250	\$ 3,390.00	\$ 7,812.50	\$ 11,202.50
Apartment (4 100 unit buildings)	4	\$ 3,433.40	\$ 10,518.76	\$ 13,952.16

Yearly Revenue \$ 582,656

SF/TH Water Taps	\$ 635	MF Water Taps	\$ 4,000
650 Water Taps	\$ 412,750	4 Water Taps	\$ 16,000
SF/TH Sewer Taps	\$ 1,950	MF Sewer Taps	\$ 23,500
650 Sewer Taps	\$ 1,267,500	4 Sewer Taps	\$ 94,000
Total SF/TH Tap Fees	\$ 1,680,250	Total MF Tap Fees	\$ 110,000

Total Tap Fees \$ 1,790,250

Total Annual Revenue \$ 2,034,809.67

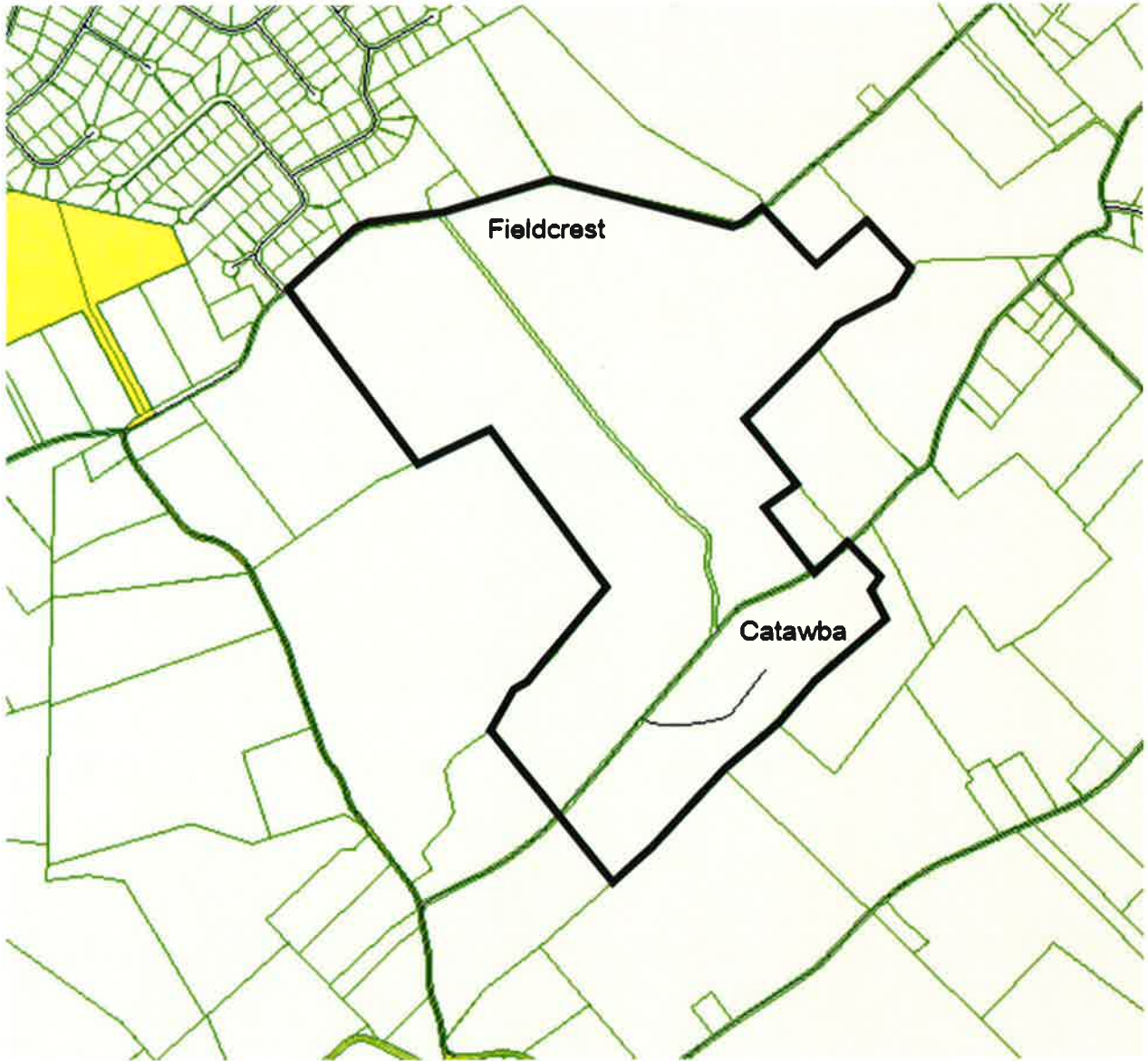
Total One Time Revenue \$ 1,790,250

Kingsport Regional Planning Commission
Annexation Report

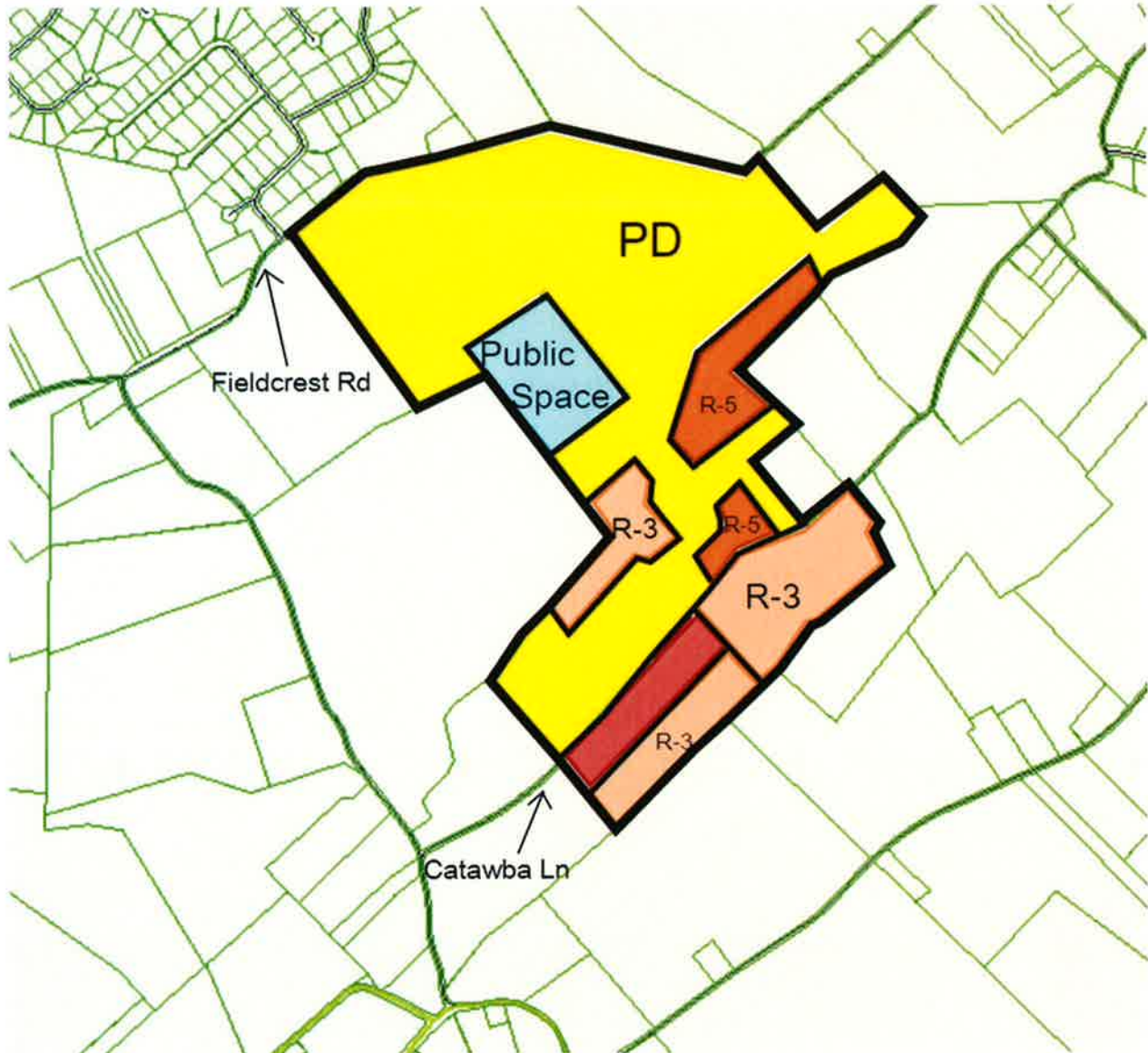
File Number ANNEX2-0049

Property Information	Fieldcrest Property Annexation		
Address	592 Catawba Ln		
Tax Map, Group, Parcel	a portion of Tax Map 063, Parcel 128.00		
Civil District	7 th		
Overlay District	None		
Land Use Plan Designation	Industrial		
Acres	201 acs +/-		
Existing Use	Agricultural	Existing Zoning	County A-1
Proposed Use	Mixed Use	Proposed Zoning	PD, R-3, R-5, B-1
Owner Information		Owner Information	
Name: PARKER EVELYN HOLT SUSAN PARKER Address: 369 ISLAND RD City: Kingsport State: TN Zip Code: 37664 Email: tomp3733@gmail.com Phone Number: 423-418-4795			
Planning Department Recommendation			
RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA The Kingsport Planning Division recommends approval for the following reasons: <ul style="list-style-type: none"> <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i> <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i> <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the area.</i> <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i> <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i> 			
Staff Field Notes and General Comments: This is a property owner-requested annexation. The annexation is being requested to bring approximately 201 acres of land into the City limits for the purpose of mixed use residential and commercial development. The proposed zones include PD, R-3, R-5 and B-1. The property is currently not served by any City utilities or services. The Planning Commission previously approved the Annexation at their March 30, 2022 meeting. This is a non-contiguous annexation which is allowable per TCA 6-51-104(d) which also requires that a mutual aid agreement be approved by the BMA and County Commission for emergency services and road maintenance for the property between the existing city limits and the annexation site.			
Planner:	Ken Weems	Date:	May 9, 2022
Planning Commission Action		Meeting Date:	May 19, 2022

Location Map



Proposed Zoning Map



CONCLUSION

The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for the Fieldcrest Annexation based on the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport already provides services to the properties in this area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-192-2022
 Work Session: June 20, 2022
 First Reading: June 21, 2022

Final Adoption: **July 19, 2022**
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Fund is being adjusted to allocate \$1,033,063.00 to the General Projects-Special Revenue Project Fund. Paramedic Pay was a valid use of ARPA funds freeing up General Fund cash for project use.

Allocates \$1,033,063.00 from the General Fund to the General Projects-Special Revenue Project Fund. Funding went to the I-26 Gateway Enhancements project (NC2237) in the amount of \$50,000.00, to the Code Enforcement project (NC2238) in the amount of \$150,000.00, to the Streets Landscaping/Tree Removal project (NC2239) in the amount of \$50,000.00, to the IT Office 365 & Equipment project (NC2240) in the amount of \$200,000.00, to the Turf Renovator project (NC2241) in the amount of \$15,000.00, to the Bridge Repairs/Study project (NC2242) in the amount of \$150,000.00, to the Christmas Decorations Phase 1 project (NC2243) in the amount of \$125,000.00, to the Renaissance Center Improvements project (NC2244) in the amount of \$60,000.00, to the KPD Camera Upgrades project (NC2245) in the amount of \$25,000.00, to the Civic Auditorium Improvements project (NC2246) in the amount of \$25,000.00, to the Farmers Market Improvements project (NC2247) in the amount of \$183,063.00.

Transfers \$268,000.00 from the SLS Improvements project (SW2204) to the WWTP Digester Cleaning project (SW2010).

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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by decreasing the Fire Department Salaries & Wages line (110-3501-451.10-10) by \$1,033,063 and increasing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$1,033,063.

SECTION II. That the General Project-Special Revenue Fund budget be increased by allocating General Fund dollars to the I-26 Gateway Enhancements project (NC2237) in the amount of \$50,000, to the Code Enforcement project (NC2238) in the amount of \$150,000, to the Streets Landscaping/Tree Removal project (NC2239) in the amount of \$50,000, to the IT Office 365 & Equipment project (NC2240) in the amount of \$200,000, to the Turf Renovator project (NC2241) in the amount of \$15,000, to the Bridge Repairs/Study project (NC2242) in the amount of \$150,000, to the Christmas Decorations Phase 1 project (NC2243) in the amount of \$125,000, to the Renaissance Center Improvements project (NC2244) in the amount of \$60,000, to the KPD Camera Upgrades project (NC2245) in the amount of \$25,000, to the Civic Auditorium Improvements project (NC2246) in the amount of \$25,000, to the Farmers Market Improvements project (NC2247) in the amount of \$183,063.

SECTION III. That the Sewer Project Fund budget be amended by transferring \$268,000 from the SLS Improvements project (SW2204) to the WWTP Digester Cleaning project (SW2010) in the amount of \$268,000.

Account Number/Description:

General Fund: 110

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-3501-451.10-10 Salaries & Wages	6,040,480	(1,033,063)	5,007,417
110-4804-481.70-35 To Gen Proj-Special Rev	6,228,623	1,033,063	7,261,686
Total:	12,269,103	0	12,269,103

Fund 111: Gen Project-Special Revenue Fund

I-26 Gateway Enhancements (NC2237)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	50,000	50,000
Total:	0	50,000	50,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	50,000	50,000
Total:	0	50,000	50,000

Code Enforcement (NC2238)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	150,000	150,000
Total:	0	150,000	150,000

Expenditures:

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	150,000	150,000
Total:	0	150,000	150,000

Streets Landscaping/Tree Removal (NC2239)**Revenues:**

111-0000-391.01-00 From General Fund

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

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv

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

IT Office 365 & Equipment (NC2240)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	200,000	200,000
Total:	0	200,000	200,000

Expenditures:

111-0000-601.20-57 Computer Repairs/Mainten

	\$	\$	\$
	0	200,000	200,000
Total:	0	200,000	200,000

Turf Renovator (NC2241)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	15,000	15,000
Total:	0	15,000	15,000

Expenditures:

111-0000-601.90-04 Equipment

	\$	\$	\$
	0	15,000	15,000
Total:	0	15,000	15,000

Bridge Repairs/Study (NC2242)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	150,000	150,000
Total:	0	150,000	150,000

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv

	\$	\$	\$
	0	150,000	150,000
Total:	0	150,000	150,000

Christmas Decorations Phase 1 (NC2243)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	125,000	125,000
Total:	0	125,000	125,000

Expenditures:

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	125,000	125,000
Total:	0	125,000	125,000

Renaissance Center Improvements (NC2244)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	60,000	60,000
Total:	0	60,000	60,000

Expenditures:

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	60,000	60,000
Total:	0	60,000	60,000

KPD Camera Upgrades (NC2245)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	25,000	25,000
Total:	0	25,000	25,000

Expenditures:

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	25,000	25,000
Total:	0	25,000	25,000

Civic Auditorium Improvements (NC2246)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	25,000	25,000
Total:	0	25,000	25,000

Expenditures:

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	25,000	25,000
Total:	0	25,000	25,000

Farmers Market Improvements (NC2247)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	183,063	183,063
Total:	0	183,063	183,063

Expenditures:

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	183,063	183,063
Total:	0	183,063	183,063

Account Number/Description:**Sewer Project Fund: 452****SLS Improvements (SW2204)****Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	2,260,400	(268,000)	1,992,400
Total:	2,260,400	(268,000)	1,992,400

Expenditures:

452-0000-606.20-20 Professional/Consultant

452-0000-601.90-03 Improvements

	\$	\$	\$
	40,000	0	40,000
	2,220,400	(268,000)	1,952,400
Total:	2,260,400	(268,000)	1,992,400

WWTP Digester Cleaning (SW2010)**Revenues:**

452-0000-391.05-56 Series 2019 GO Improvment

452-0000-391.05-69 GO Bonds Series 2021

452-0000-391.42-00 From Sewer Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	30,217	0	30,217
	0	268,000	268,000
	150,000	0	150,000
Total:	180,217	268,000	448,217

Expenditures:

452-0000-606.20-22 Construction Contracts

	\$	\$	\$
	180,217	268,000	448,217
Total:	180,217	268,000	448,217

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Vacate a Portion of Jared Drive

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

Action Form No.: AF-158-2022
Work Session: June 6, 2022
First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
Staff Work By: Savannah Garland
Presentation By: Ken Weems

Recommendation:

- Approve ordinance vacating a portion of Jared Drive

Executive Summary:

This is a request from Eastman Chemical Company to vacate a portion of Jared Drive. The portion of Jared Drive proposed for vacating is approximately 1,500 feet in length and completely contained within the City limits. The southern end of the vacating will be terminated with a cul-de-sac to be constructed in the county. The northern end of the proposed vacating abuts a portion of Jared Drive that is state right-of-way and is in the process of being vacated by the State of Tennessee. City departments as well as local utility providers have reviewed the request and see no future use for this right-of-way. During their May 19, 2022 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on May 23, 2022.

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*

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

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF JARED DRIVE
SITUATED IN THE CITY OF KINGSPORT, THIRTEENTH CIVIL
DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on May 19, 2022, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants to vacate a portion of Jared Drive described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on May 19th, 2022, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 7th day of June 2022, and notice thereof published in the Kingsport Times-News on the 23rd day of May, 2022.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way named A Portion of Jared Drive Vacate within the City of Kingsport, 13th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING at a point in the northeast right-of-way line of Jared Drive proposed right-of-way acquisition at Station 5+55 at 40-feet left of the existing centerline as shown on right-of-way drawings 82013-3215-04 and being common line with Eastman Chemical company as recorded in Deed Book 965c, page 343 (Tax Map 61J, Group "A" Parcel 1.00); Thence, along the northern right-of-way line of Jared Drive the following 5 calls, South 37deg. 58 min, 41 sec East, 1459.81 feet to a point; Thence, South 63 deg. 04min. 42 sec. West, 7.66 feet to a point; Thence, South 36 deg. 48 min. 02 sec. East, 938.18 feet to a point; Thence, South 52 deg. 35 min. 18 sec. West, 8.39 feet to a point; Thence, South 38 deg. 18 min. 27 sec. East, 1204.41 feet to a point, common corner with Harless property; Thence, leaving the northeast right-of-way line of Jared Drive and crossing the existing right-of-way, South 51 deg. 41 min. 33 sec. West, 90.00 feet to a point in the southwestern right-of-way of Jared Drive, common line with Eastman Chemical Company; Thence, along the southwestern right-of-way line of Jared Drive and along the common line with Eastman Chemical Company the following 5 calls, North 38 deg. 18 min. 27 sec. West, 1205.81 feet to a point; Thence, North 38 deg. 38 min. 17 sec. West, 50.04 feet to a point; Thence, North 36 deg. 48min. 02 sec. West, 906.63 feet to a point; Thence, North 63 deg. 04 min. 42 sec. East, 27.65 feet to a point; Thence, North 37 deg. 58 min. 41 sec. West, 1444.17 feet to a point, common corner with T.D.O.T. right-of-way; Thence, leaving the said southwestern right-of-way line, crossing Jared Drive, North 52 deg. 01 min. 19 sec. East, 80.0 feet to the point of Beginning

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

An Ordinance Abandoning a 15' Wide Sanitary Sewer Easement

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

Action Form No.: AF-159-2022
 Work Session: June 6, 2022
 First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
 Staff Work By: Savannah Garland
 Presentation By: S. Garland

Recommendation:

- Approve ordinance abandoning the sewer easement

Executive Summary:

This is an owner-requested sewer easement abandonment. The easement is no longer needed as the impacted parcels were ultimately served with sewer along Rock Springs Road. City staff sees no future use for this sewer easement. During their May 2022 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the abandonment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on May 23, 2022.

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: *aw*

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

ORDINANCE NO. _____

AN ORDINANCE TO ABANDON A 15' WIDE SANITARY SEWER EASEMENT LOCATED OFF OF ROCK SPRINGS ROAD SITUATED IN THE CITY OF KINGSPORT, FOURTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on May 19th, 2022 the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants abandoning that portion of sewer easement described herein, nor can any future use of the same sewer easement purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on May 19th, 2022, the Kingsport Regional Planning Commission recommends to the Board of Mayor and Aldermen to abandon the sewer easement described herein; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 7th day of June 2022, and notice thereof published in the Kingsport Times-News on the 23rd day of May, 2022.

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

SECTION I. The city hereby abandons the sewer easement located off of Rock Springs Road within the City of Kingsport, 14th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

"BEGINNING" at a point in the divisional line between Lot 2 and The Kingsport Sovereign Grace Church (Deed Book 3354, Page 616), said point being N54°18'12"W 52.95' from a rebar and cap stamped "Barge" in the northwesterly right-of-way line of Interstate 81 corner to Lot 2 and The Kingsport Sovereign Grace Church; thence departing said point and continuing with the centerline of a 15' wide sanitary sewer easement (7.5' each side of centerline) across the land of Lots 2, 2A, 2B, 3, 3A, 3B & 3C the following three calls: S26°52'30"W 199.36' to a point; thence S50°25'00"W 227.38' to a point; thence N49°00'25"W 225.43' to the "TERMINUS" of said easement in the southeasterly right-of-way line of Rock Springs Road, said easement containing 9427 square feet more or less.

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY 2022-2023 Budget

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

Action Form No.: AF-166-2022
 Work Session: June 6, 2022
 First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
 Staff Work By: John 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 9 2022 budget work session. As required by charter, it was published in the Times News on May 31, 2022.

The total revenue and expenditures less transfers (duplicates) for the FY22-23 budget for all funds are \$188,696,771. 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: *ov*

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, 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 seven (7) days prior to the meeting where the Board will consider final passage of the budget.

BE IT ORDAINED BY THE CITY OF KINGSFORT, 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, 2022 and ending June 30, 2023 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 FY22-23 Budget of \$248,184,260 less inter-fund transfers, \$59,487,489, Net Total Budget Revenues \$188,696,771 are hereby appropriated.

The estimated expenditures for the Total FY22-23 Budget of \$248,184,260 less inter-fund transfers, \$59,487,489, Net Total Budget Revenues \$188,696,771 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2022 - June 30, 2023.

GENERAL FUND - 110	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Local Taxes	\$48,415,345	\$49,885,241	\$51,774,000
Licenses And Permits	\$412,534	\$624,693	\$635,000
Intergovernmental	\$29,585,447	\$30,406,272	\$31,416,700
Charges For Services	\$1,560,430	\$2,161,412	\$2,734,300
Fines And Forfeitures	\$735,466	\$766,508	\$787,000
Other	\$2,389,267	\$2,951,317	\$1,305,800
Other Financing Sources			
Transfers In - from other funds	\$1,858,426	\$1,984,300	\$1,890,000
Transfers In - from other funds (PILOT)	\$1,491,000	\$1,491,000	\$1,491,000
Total Revenues and Other Financing Sources	\$86,447,915	\$90,270,743	\$92,033,800
Expenditures			
Administration	\$8,983,144	\$10,334,408	\$10,803,800
Development Services	\$1,560,362	\$1,677,888	\$2,039,100
Police Department	\$11,635,344	\$12,598,612	\$14,361,800
Fire Department	\$10,663,735	\$11,057,307	\$11,518,500
Leisure Services (Parks & Recreation)	\$4,528,329	\$4,538,200	\$5,196,400
Public Works	\$10,801,664	\$12,600,760	\$13,902,900
Other Expenses (Miscellaneous Government Services)	\$1,312,636	\$1,458,361	\$1,139,900
Less Internal Fund Transfers	(\$9,555,819)	(\$10,081,961)	(\$11,335,135)
Other Financing Uses			
Transfers Out - To Debt Service Fund (Principal and Interest)	\$9,073,342	\$9,629,800	\$9,913,600
Transfers Out - To Internal Service Funds	\$9,555,819	\$10,081,961	\$11,335,135
Transfers Out - To Other Funds	\$25,624,553	\$24,706,730	\$23,157,800
Total Appropriations	\$84,183,109	\$88,602,066	\$92,033,800
Change in Fund Balance (Revenues - Appropriations)	\$2,264,806	\$1,668,677	\$0
Beginning Fund Balance July 1	\$18,238,895	\$20,503,701	\$22,172,378
Ending Fund Balance June 30	\$20,503,701	\$22,172,378	\$22,172,378
Ending Fund Balance as a % of Total Appropriations	24.4%	25.0%	24.1%

STATE STREET AID FUND - 121	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
State Gas and Motor Fuel Taxes	\$1,855,578	\$1,971,000	\$1,995,900
Other Financing Sources			
Transfers In - From General Fund	\$581,003	\$726,200	\$726,200
Total Revenues and Other Financing Sources	\$2,436,581	\$2,697,200	\$2,722,100
Expenditures			
Public Works Department	\$2,423,924	\$2,697,200	\$2,722,100
Total Appropriations	\$2,423,924	\$2,697,200	\$2,722,100
Change in Fund Balance (Revenues - Appropriations)	\$12,657	\$0	\$0
Beginning Fund Balance July 1	\$4,643	\$17,300	\$17,300
Ending Fund Balance June 30	\$17,300	\$17,300	\$17,300
Ending Fund Balance as a % of Total Appropriations	0.7%	0.6%	0.6%

CRIMINAL FORFEITURE FUND - 126	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Federal DOJ Code 015	\$624	\$1,730	\$0
Federal IRS Code CBP	\$33,473	\$6,000	\$6,000
Other	\$42	\$14	\$0
Total Revenues and Other Financing Sources	\$34,139	\$7,744	\$6,000
Expenditures			
Capital Outlay	\$0	\$206,000	\$6,000
Total Appropriations	\$0	\$206,000	\$6,000
Change in Fund Balance (Revenues - Appropriations)	\$34,139	(\$198,256)	\$0
Beginning Fund Balance July 1	\$228,054	\$262,193	\$63,937
Ending Fund Balance June 30	\$262,193	\$63,937	\$63,937
Ending Fund Balance as a % of Appropriations	0.0%	31.0%	1065.6%

DRUG FUND - 127	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Fines And Forfeitures	\$59,415	\$157,100	\$157,100
Total Revenues and Other Financing Sources	\$59,415	\$157,100	\$157,100
Expenditures			
Drug Enforcement	\$75,269	\$257,100	\$157,100
Total Appropriations	\$75,269	\$257,100	\$157,100
Change in Fund Balance (Revenues - Appropriations)	(\$15,854)	(\$100,000)	\$0
Beginning Fund Balance July 1	\$428,313	\$412,459	\$312,459
Ending Fund Balance June 30	\$412,459	\$312,459	\$312,459
Ending Fund Balance as a % of Appropriations	548.0%	121.5%	198.9%

REGIONAL SALES TAX FUND - 130	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Conference Center	\$4,104,481	\$3,915,000	\$4,400,000
Other	\$329	\$300	\$0
Total Revenues and Other Financing Sources	\$4,104,810	\$3,915,300	\$4,400,000
Expenditures			
Transfers Out - To other funds	\$3,956,287	\$3,915,000	\$4,400,000
Total Appropriations	\$3,956,287	\$3,915,000	\$4,400,000
Change in Fund Balance (Revenues - Appropriations)	\$148,523	\$300	\$0
Beginning Fund Balance July 1	\$434,416	\$582,939	\$583,239
Ending Fund Balance June 30	\$582,939	\$583,239	\$583,239
Ending Fund Balance as a % of Appropriations	14.7%	14.9%	13.3%

VISITORS ENHANCEMENT FUND - 135	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Motel-Room Occupancy Tax	\$338,903	\$400,000	\$440,000
Total Revenues and Other Financing Sources	\$338,903	\$400,000	\$440,000
Expenditures			
Tourism Operations	\$39,500	\$240,000	\$220,000
Other Financing Uses			
Transfers Out - To Other Funds	\$259,131	\$160,000	\$220,000
Total Appropriations	\$298,631	\$400,000	\$440,000
Change in Fund Balance (Revenues - Appropriations)	\$40,272	\$0	\$0
Beginning Fund Balance July 1	\$24,671	\$64,943	\$64,943
Ending Fund Balance June 30	\$64,943	\$64,943	\$64,943
Ending Fund Balance as a % of Appropriations	21.7%	16.2%	14.8%

LIBRARY GOVERNING BOARD FUND - 137	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
County Government Contributions	\$14,700	\$15,000	\$15,000
Fines and Forfeitures	\$6,316	\$8,000	\$10,000
Charges for Service	\$5,446	\$7,200	\$8,400
Contributions and Donations	\$10,622	\$0	\$0
Other	\$74	\$0	\$0
Other Financing Sources			
Transfers In - From General Fund	\$1,328,900	\$1,328,900	\$1,375,000
Total Revenues and Other Financing Sources	\$1,366,058	\$1,359,100	\$1,408,400
Expenditures			
Library Operations	\$1,339,361	\$1,394,033	\$1,408,400
Less Internal Fund Transfers	(\$107,625)	(\$124,780)	(\$121,640)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$107,625	\$124,780	\$121,640
Total Appropriations	\$1,339,361	\$1,394,033	\$1,408,400
Change in Fund Balance (Revenues - Appropriations)	\$26,697	(\$34,933)	\$0
Beginning Fund Balance July 1	\$43,348	\$70,045	\$35,112
Ending Fund Balance June 30	\$70,045	\$35,112	\$35,112
Ending Fund Balance as a % of Appropriations	5.2%	2.5%	2.5%

GENERAL PURPOSE SCHOOL FUND - 141	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Taxes	\$32,084,909	\$30,838,000	\$32,489,000
From State of TN	\$33,713,250	\$34,054,000	\$36,376,300
From Federal Government	\$586,994	\$50,000	\$50,000
Charges for Services	\$1,496,370	\$1,697,000	\$1,837,700
Direct Federal	\$62,356	\$62,500	\$63,500
Miscellaneous	\$709,534	\$590,000	\$790,000
Other Financing Sources			
Transfer from Fed. Proj. Fund	\$74,996	\$65,000	\$75,000
From General Fund-MOE	\$11,245,300	\$11,245,300	\$11,245,300
From General Fund-Debt	\$3,000,766	\$2,632,600	\$3,228,300
Total Revenues and Other Financing Sources	\$82,974,475	\$81,234,400	\$86,155,100
Expenditures			
Educational Services	\$72,327,390	\$75,701,100	\$79,923,400
Non-Instructional Services	\$1,017,037	\$1,257,000	\$1,417,700
Capital Outlay	\$509,714	\$538,500	\$563,500
Less Internal Fund Transfers	(\$1,944,400)	(\$1,977,900)	(\$2,237,864)
Other Financing Uses			
Transfers Out - To Debt Service Fund	\$3,455,774	\$3,277,400	\$4,065,100
Transfers Out - To Internal Service Funds	\$1,944,400	\$1,977,900	\$2,237,864
Transfers Out - To Other Funds	\$789,271	\$460,400	\$185,400
Total Appropriations	\$78,099,186	\$81,234,400	\$86,155,100
Change in Fund Balance (Revenues - Appropriations)	\$4,875,289	\$0	\$0
Beginning Fund Balance July 1	\$8,040,594	\$12,915,883	\$12,915,883
Ending Fund Balance June 30	\$12,915,883	\$12,915,883	\$12,915,883
Ending Fund Balance as a % of Appropriations	16.5%	15.9%	15.0%

SCHOOL NUTRITION FUND - 147	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Meals	\$3,314,932	\$3,358,400	\$3,478,250
Investments	\$802	\$2,000	\$1,350
From State Of TN	\$35,820	\$30,000	\$40,000
Unrealized Commodity Value	\$122,352	\$225,000	\$270,000
Other Local Revenue	\$45,666	\$65,300	\$28,000
Total Revenues and Other Financing Sources	\$3,519,572	\$3,680,700	\$3,817,600
Expenditures			
Wages/Benefits	\$1,567,915	\$1,697,200	\$1,916,500
Commodities	\$1,857,642	\$1,767,100	\$1,756,100
Fixed Charges	\$2,737	\$20,800	\$15,800
Capital Outlay	\$625,113	\$190,000	\$122,000
Other Financing Uses			
Transfers Out - To Other funds	\$0	\$5,600	\$7,200
Total Appropriations	\$4,053,407	\$3,680,700	\$3,817,600
Change in Fund Balance (Revenues - Appropriations)	(\$533,835)	\$0	\$0
Beginning Fund Balance July 1	\$2,776,144	\$2,242,309	\$2,242,309
Ending Fund Balance June 30	\$2,242,309	\$2,242,309	\$2,242,309
Ending Fund Balance as a % of Appropriations	55.3%	60.9%	58.7%

DEBT SERVICE FUND - 211	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Interest on Investments	\$287,519	\$35,000	\$110,000
Other Financing Sources			
Transfers In - from other funds	\$12,530,488	\$12,762,100	\$13,783,100
Total Revenues and Other Financing Sources	\$12,818,007	\$12,797,100	\$13,893,100
Expenditures			
Redemption of Bonds (Principal)	\$8,889,873	\$8,863,600	\$10,003,010
Interest on Bonds/Notes	\$4,125,270	\$3,788,500	\$3,780,090
Other Expenses	\$9,900	\$97,850	\$90,000
Bank Service Charges	\$7,677	\$20,000	\$20,000
Total Appropriations	\$13,032,720	\$12,769,950	\$13,893,100
Change in Fund Balance (Revenues - Appropriations)	(\$214,713)	\$27,150	\$0
Beginning Fund Balance July 1	\$467,979	\$253,266	\$280,416
Ending Fund Balance June 30	\$253,266	\$280,416	\$280,416
Ending Fund Balance as a % of Appropriations	1.9%	2.2%	2.0%

SOLID WASTE FUND - 415	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Refuse Collection Charges	\$2,527,174	\$2,522,000	\$2,547,500
Tipping Fees	\$375,175	\$484,000	\$530,000
Backdoor Collection	\$21,979	\$22,200	\$20,975
Tire Disposal	\$6,501	\$9,492	\$6,500
Miscellaneous	\$351,090	\$300,379	\$263,525
Other Financing Sources		\$0	
Transfers In - From the General Fund	\$2,168,000	\$2,000,000	\$2,600,000
Total Revenues and Other Financing Sources	\$5,449,919	\$5,338,071	\$5,968,500
Expenditures			
Trash Collection	\$834,855	\$948,009	\$1,205,100
Household Refuse Collection	\$2,552,844	\$2,773,352	\$3,315,450
Demolition Landfill	\$1,143,141	\$967,450	\$1,161,950
Miscellaneous	\$116,098	\$257,560	\$57,200
Debt Service (Principal & Interest)	\$0	\$391,700	\$228,800
Depreciation	\$173,631	\$0	\$0
Less Internal Fund Transfers	(\$2,078,466)	(\$2,282,560)	(\$2,768,540)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$2,078,466	\$2,282,560	\$2,768,540
Total Appropriations	\$4,820,569	\$5,338,071	\$5,968,500
Change in Fund Balance (Revenues - Appropriations)	\$629,350	\$0	\$0
Beginning Fund Balance July 1	\$1,464,051	\$2,093,401	\$2,093,401
Ending Fund Balance June 30	\$2,093,401	\$2,093,401	\$2,093,401
Ending Fund Balance as a % of Total Appropriations	43.4%	39.2%	35.1%

STORMWATER FUND - 417	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Stormwater Fees	\$1,836,587	\$1,893,900	\$1,893,900
Miscellaneous	\$0	\$0	\$0
Earnings on Investments	\$1,445	\$1,000	\$1,000
Total Revenues and Other Financing Sources	\$1,838,032	\$1,894,900	\$1,894,900
Expenditures			
Operating Expenses	\$1,838,861	\$1,638,300	\$1,638,200
Debt Service (Principal & Interest)	\$0	\$121,600	\$121,700
Depreciation	\$168,750	\$0	\$0
Less Internal Fund Transfers	(\$360,543)	(\$420,610)	(\$317,290)
Other Financing Uses			
Transfers Out - To Other Funds	\$115,000	\$135,000	\$135,000
Transfers Out - To Internal Service Funds	\$360,543	\$420,610	\$317,290
Total Appropriations	\$2,122,611	\$1,894,900	\$1,894,900
Change in Fund Balance (Revenues - Appropriations)	(\$284,579)	\$0	\$0
Beginning Fund Balance July 1	\$1,042,361	\$757,782	\$757,782
Ending Fund Balance June 30	\$757,782	\$757,782	\$757,782
Ending Fund Balance as a % of Total Appropriations	35.7%	40.0%	40.0%

AQUATIC CENTER FUND - 419	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Donations	\$50,582	\$54,000	\$56,000
Sales/Fees	\$902,258	\$1,354,100	\$1,311,000
Other Financing Sources			
Transfers In - From Regional Sales Tax Fund	\$1,600,000	\$1,800,000	\$2,200,000
Transfers In - From Visitors Enhancement Fund	\$259,131	\$160,000	\$200,000
Total Revenues and Other Financing Sources	\$2,811,971	\$3,368,100	\$3,767,000
Expenditures			
Operating Expenses	\$2,102,211	\$1,694,600	\$2,054,600
Debt Service (Principal & Interest)	\$0	\$1,627,200	\$1,627,400
Depreciation	\$668,472	\$0	\$0
Less Internal Fund Transfers	(\$101,259)	(\$102,549)	(\$78,890)
Other Financing Uses			
Transfers Out - To Other Funds	\$45,264	\$46,300	\$85,000
Transfers Out - To Internal Service Funds	\$101,259	\$102,549	\$78,890
Total Appropriations	\$2,815,947	\$3,368,100	\$3,767,000
Change in Fund Balance (Revenues - Appropriations)	(\$3,976)	\$0	\$0
Beginning Fund Balance July 1	\$657,061	\$653,085	\$653,085
Ending Fund Balance June 30	\$653,085	\$653,085	\$653,085
Ending Fund Balance as a % of Total Appropriations	23.2%	19.4%	17.3%

MEADOWVIEW CONFERENCE CENTER FUND - 420	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
FF&E Fees/Room Surcharge	\$84,399	\$270,000	\$320,000
Earnings on Investments	\$1,330	\$1,289	\$0
Other Financing Sources			
From General Fund	\$40,000	\$0	\$0
Transfers In - From Regional Sales Tax	\$2,356,287	\$1,950,000	\$2,050,000
Total Revenues and Other Financing Sources	\$2,482,016	\$2,221,289	\$2,370,000
Expenditures			
Operating Expenses	\$816,493	\$787,289	\$882,200
Debt Service (Principal & Interest)	\$0	\$1,434,000	\$1,487,800
Depreciation	\$1,495,294	\$0	\$0
Other Financing Uses			
Transfers Out - To Other Funds	\$40,000	\$0	\$0
Total Appropriations	\$2,351,787	\$2,221,289	\$2,370,000
Change in Fund Balance (Revenues - Appropriations)	\$130,229	\$0	\$0
Beginning Fund Balance July 1	\$454,447	\$584,676	\$584,676
Ending Fund Balance June 30	\$584,676	\$584,676	\$584,676
Ending Fund Balance as a % of Total Appropriations	24.9%	26.3%	24.7%

CATTAILS GOLF COURSE FUND - 421	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Sales and Fees	\$1,236,882	\$1,007,000	\$1,050,300
Earnings on Investments	\$278	\$200	\$0
Other Financing Sources			
Issuance of Debt / Debt Proceeds	\$0	\$0	\$0
Transfers In - from Regional Sales Tax	\$0	\$165,300	\$150,000
Total Revenues and Other Financing Sources	\$1,237,160	\$1,172,500	\$1,200,300
Expenditures			
Operating Expenses	\$1,120,156	\$1,117,500	\$1,145,600
Debt Service (Principal & Interest)	\$0	\$55,000	\$54,700
Depreciation	\$232,839	\$0	\$0
Total Appropriations	\$1,352,995	\$1,172,500	\$1,200,300
Change in Fund Balance (Revenues - Appropriations)	(\$115,835)	\$0	\$0
Beginning Fund Balance July 1	\$3,049,466	\$2,933,631	\$2,933,631
Ending Fund Balance June 30	\$2,933,631	\$2,933,631	\$2,933,631
Ending Fund Balance as a % of Total Appropriations	216.8%	250.2%	244.4%

FLEET MAINTENANCE FUND - 511	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Investments	\$8,242	\$7,994	\$0
Miscellaneous	\$167,504	\$17,606	\$0
From Fund Balance	\$0	\$0	\$3,076,900
Other Financing Sources			
From Other Funds - Fleet Charges	\$8,050,956	\$8,199,841	\$10,049,900
Total Revenues and Other Financing Sources	\$8,226,702	\$8,225,441	\$13,126,800
Expenditures			
Operations	\$7,531,501	\$8,225,441	\$13,126,800
Less Internal Transfers	(\$326,056)	(\$373,189)	(\$412,280)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$326,056	\$373,189	\$412,280
Total Appropriations	\$7,531,501	\$8,225,441	\$13,126,800
Change in Fund Balance (Revenues - Appropriations)	\$695,201	\$0	\$0
Beginning Fund Balance July 1	\$14,633,201	\$15,328,402	\$15,328,402
Ending Fund Balance June 30	\$15,328,402	\$15,328,402	\$15,328,402
Ending Fund Balance as a % of Appropriations	203.5%	186.4%	116.8%

RISK MANAGEMENT FUND - 615	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Charges for Sevices	\$0	\$77,178	\$239,287
Investments	\$13,994	\$0	\$0
Other Financing Sources			
From Other Funds - Risk Charges	\$2,128,076	\$2,098,940	\$2,180,513
Total Revenues and Other Financing Sources	\$2,142,070	\$2,176,118	\$2,419,800
Expenditures			
Administration	\$1,085,783	\$1,138,884	\$1,165,850
Insurance Claims	\$950,800	\$1,037,234	\$1,253,950
Less Internal Fund Transfers	(\$29,891)	(\$51,100)	(\$38,580)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$29,891	\$51,100	\$38,580
Total Appropriations	\$2,036,583	\$2,176,118	\$2,419,800
Change in Fund Balance (Revenues - Appropriations)	\$105,487	\$0	\$0
Beginning Fund Balance July 1	\$3,591,307	\$3,696,794	\$3,696,794
Ending Fund Balance June 30	\$3,696,794	\$3,696,794	\$3,696,794
Ending Fund Balance as a % of Appropriations	181.5%	169.9%	152.8%

HEALTH INSURANCE FUND - 625	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Employee Contribution	\$2,284,538	\$2,195,800	\$2,345,800
Earnings on Investments	\$7,791	\$7,000	\$7,000
Other Revenue	\$1,517,107	\$132,162	\$821,542
Other Financing Sources			
Transfers In - City Contributions	\$6,474,777	\$7,151,439	\$7,587,058
Total Revenues and Other Financing Sources	\$10,284,213	\$9,486,401	\$10,761,400
Expenditures			
Administration	\$1,062,298	\$1,015,000	\$1,426,700
Insurance Claims	\$8,556,032	\$7,290,693	\$8,129,000
Clinic Operations	\$1,053,512	\$1,180,708	\$1,205,700
Less Internal Fund Transfers	(\$9,879)	(\$10,120)	(\$8,170)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$9,879	\$10,120	\$8,170
Total Appropriations	\$10,671,842	\$9,486,401	\$10,761,400
Change in Fund Balance (Revenues - Appropriations)	(\$387,629)	\$0	\$0
Beginning Fund Balance July 1	\$4,368,521	\$3,980,892	\$3,980,892
Ending Fund Balance June 30	\$3,980,892	\$3,980,892	\$3,980,892
Ending Fund Balance as a % of Appropriations	37.3%	42.0%	37.0%

RETIREES HEALTH INSURANCE FUND - 626	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Employee Contributions	\$335,950	\$420,700	\$270,000
Other Revenue	\$59,177	\$0	\$0
Earnings on Investments	\$4,552	\$4,000	\$4,000
Other Financing Sources			
Transfers In - City Contributions	\$750,000	\$750,000	\$750,000
Total Revenues and Other Financing Sources	\$1,149,679	\$1,174,700	\$1,024,000
Expenditures			
Administration	\$83,144	\$274,000	\$274,000
Insurance Claims	\$602,636	\$750,000	\$750,000
Total Appropriations	\$685,780	\$1,024,000	\$1,024,000
Change in Fund Balance (Revenues - Appropriations)	\$463,899	\$150,700	\$0
Beginning Fund Balance July 1	\$2,362,641	\$2,826,540	\$2,977,240
Ending Fund Balance June 30	\$2,826,540	\$2,977,240	\$2,977,240
Ending Fund Balance as a % of Appropriations	412.2%	290.7%	290.7%

PUBLIC LIBRARY COMMISSION FUND - 611	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Investments	\$6	\$10	\$10
Total Revenues and Other Financing Sources	\$6	\$10	\$10
Expenditures			
Supplies & Materials	\$0	\$0	\$10
Total Appropriations	\$0	\$0	\$10
Change in Fund Balance (Revenues - Appropriations)	\$6	\$10	\$0
Beginning Fund Balance July 1	\$5,070	\$5,076	\$5,086
Ending Fund Balance June 30	\$5,076	\$5,086	\$5,086
Ending Fund Balance as a % of Appropriations	0.0%	0.0%	50860.0%

BAYS MOUNTAIN COMMISSION FUND - 612	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Receipts	\$0	\$30,500	\$258,200
Investments	\$304	\$300	\$1,000
Fund Balance Appropriation	\$0	\$41,200	\$0
Total Revenues and Other Financing Sources	\$304	\$72,000	\$259,200
Expenditures			
Maintenance	\$44,337	\$46,000	\$248,700
Capital Outlay	\$0	\$10,500	\$10,500
Other Financing Uses			
Transfers Out - To General Project Fund	\$0	\$0	\$0
Total Appropriations	\$44,337	\$56,500	\$259,200
Change in Fund Balance (Revenues - Appropriations)	(\$44,033)	\$15,500	\$0
Beginning Fund Balance July 1	\$222,257	\$178,224	\$175,767
Ending Fund Balance June 30	\$178,224	\$193,724	\$175,767
Ending Fund Balance as a % of Appropriations	402.0%	342.9%	67.8%

SENIOR CITIZENS ADVISORY BOARD FUND - 616	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Charges for Services	\$25,214	\$283,200	\$283,200
Investment Earnings	\$300	\$400	\$400
Contributions & Donations	\$19,622	\$55,400	\$55,400
Total Revenues and Other Financing Sources	\$45,136	\$339,000	\$339,000
Expenditures			
Contractual	\$0	\$20,200	\$20,200
Supplies & Services	\$24,072	\$318,500	\$318,500
Other Expenses	\$0	\$300	\$300
Total Appropriations	\$24,072	\$339,000	\$339,000
Change in Fund Balance (Revenues - Appropriations)	\$21,064	\$0	\$0
Beginning Fund Balance July 1	\$225,467	\$246,531	\$246,531
Ending Fund Balance June 30	\$246,531	\$246,531	\$246,531
Ending Fund Balance as a % of Appropriations	1024.1%	72.7%	72.7%

PALMER CENTER TRUST FUND - 617	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Investments	\$100	\$100	\$100
Total Revenues and Other Financing Sources	\$100	\$100	\$100
Expenditures			
Donations & Grants	\$0	\$0	\$100
Total Appropriations	\$0	\$0	\$100
Change in Fund Balance (Revenues - Appropriations)	\$100	\$100	\$0
Beginning Fund Balance July 1	\$69,957	\$70,057	\$70,157
Ending Fund Balance June 30	\$70,057	\$70,157	\$70,157
Ending Fund Balance as a % of Appropriations	0.0%	0.0%	70157.0%

ALLANDALE TRUST FUND - 620	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Investments	\$4,312	\$2,500	\$2,500
Fund Balance Appropriation	\$0	\$15,000	\$15,000
Total Revenues and Other Financing Sources	\$4,312	\$17,500	\$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)	\$4,312	\$2,500	\$0
Beginning Fund Balance July 1	\$212,211	\$216,523	\$219,023
Ending Fund Balance June 30	\$216,523	\$219,023	\$200,599
Ending Fund Balance as a % of Appropriations	NA	NA	1146.3%

STEADMAN CEMETERY TRUST FUND - 621	Actual FY2021	Estimated FY 2022	Budget FY 2023
Revenues			
Investments	\$9	\$50	\$50
Fund Balance Appropriation	\$0	\$2,500	\$2,500
Total Revenues and Other Financing Sources	\$9	\$2,550	\$2,550
Expenditures			
Operations	\$840	\$2,550	\$2,550
Total Appropriations	\$840	\$2,550	\$2,550
Change in Fund Balance (Revenues - Appropriations)	(\$831)	\$0	\$0
Beginning Fund Balance July 1	\$7,618	\$6,787	\$6,787
Ending Fund Balance June 30	\$6,787	\$6,787	\$6,787
Ending Fund Balance as a % of Appropriations	808.0%	266.2%	266.2%

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 2022, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2022
General Fund - 110	\$22,172,378
State Street Aid Fund - 121	\$17,300
Criminal Forfeiture Fund - 126	\$63,937
Drug Fund - 127	\$312,459
Regional Sales Tax Fund - 130	\$583,239
Visitors Enhancement Fund - 135	\$64,943
Library Governing Board Fund - 137	\$35,112
General Purpose School Fund - 141	\$12,915,883
School Nutrition Fund - 147	\$2,242,309
Debt Service Fund - 211	\$280,416
Solid Waste Fund - 415	\$2,093,401
Stormwater Fund - 417	\$757,782
Aquatic Center Fund - 419	\$653,085
Meadowview Conference Center Fund - 420	\$584,676
Cattails Golf Course Fund - 421	\$2,933,631
Fleet Maintenance Fund - 511	\$15,328,402
Risk Management Fund - 615	\$3,696,794
Health Insurance Fund - 625	\$3,980,892
Retiree's Health Insurance Fund - 626	\$2,977,240
Library Commission Fund - 611	\$5,086
Bays Mountain Commission Fund - 612	\$193,724
Senior Center Advisory Board Fund - 616	\$246,531
Palmer Center Trust Fund - 617	\$70,157
Allandale Fund - 620	\$219,023
Steadman Cemetery Trust Fund - 621	\$6,787

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, 2022	FY 2023 Principal Payment	FY 2023 Interest Payment
Bonds -Payable Through General Fund				
General Obligation Refunding Series 2013	\$12,177,052	\$4,579,996	\$865,550	\$129,301
General Obligation Refunding Series 2013B	\$13,406,846	\$9,035,366	\$640,858	\$383,500
General Obligation Refunding Series 2014A	\$14,596,848	\$10,130,013	\$602,119	\$370,176
General Obligation Refunding Series 2015 (Feb)	\$17,695,000	\$13,775,000	\$2,300,000	\$510,800
General Obligation Refunding Series 2015A	\$8,054,686	\$4,228,643	\$290,619	\$128,619
General Obligation Refunding Series 2016A	\$6,928,927	\$5,119,383	\$651,937	\$173,432
General Obligation Refunding Series 2016B	\$4,220,138	\$3,458,276	\$398,658	\$115,903
General Obligation Refunding Series 2016 (Nov)	\$7,821,325	\$6,237,631	\$355,598	\$214,825
General Obligation Refunding Series 2017A	\$14,690,288	\$12,391,068	\$647,737	\$381,460
General Obligation Refunding Series 2018A	\$7,040,000	\$6,145,000	\$325,000	\$221,950
General Obligation Series 2019 Refunding (09 BABS)	\$7,377,513	\$6,140,079	\$661,883	\$307,004
General Obligation Series 2019 (Nov))	\$8,906,518	\$8,337,152	\$401,906	\$302,542
General Obligation Series 2020 Refunding 11 & 12C	\$9,250,917	\$9,142,447	\$839,866	\$165,156
General Obligation Series 2021 Series 2021	\$9,205,000	\$9,205,000	\$300,614	\$300,474
Bonds -Payable Through Aquatic Center Fund				
General Obligation Public Improvement Series 2012A	\$3,110,000	\$1,925,000	\$170,000	\$58,044
General Obligation Refunding Series 2013A (Lazy River)	\$1,310,000	\$890,000	\$60,000	\$33,212
General Obligation Refunding Series 2016B	\$9,029,862	\$7,211,724	\$831,342	\$241,698
General Obligation Refunding Series 2017A	\$164,712	\$138,932	\$7,263	\$4,277
General Obligation Refunding Series 2018C	\$2,360,000	\$2,070,000	\$105,000	\$65,469
General Obligation Series 2019 Refunding (09 BABS)	\$295,809	\$246,193	\$26,539	\$12,310
General Obligation Series 2020 Refunding 11 & 12C	\$103,584	\$102,370	\$9,404	\$1,849
Bonds -Payable Through Meadowview Fund				
General Obligation Refunding Series 2016A	\$9,221,015	\$6,812,873	\$867,599	\$230,803
General Obligation Refunding Series 2016 (Nov)	\$3,266,427	\$2,605,027	\$148,509	\$89,718
General Obligation Series 2019 Refunding (09 BABS)	\$542,374	\$451,401	\$48,660	\$22,570
General Obligation Series 2019 (Nov))	\$324,543	\$303,796	\$14,645	\$11,024
General Obligation Series 2021 Series 2021	\$830,000	\$830,000	\$27,106	\$27,093
Bonds -Payable Through Cattails Golf Course Fund				
General Obligation Series 2019 (Nov))	\$231,817	\$216,997	\$10,461	\$7,874
General Obligation Series 2020 Refunding 11 & 12C	\$334,626	\$330,702	\$30,380	\$5,974
Bonds -Payable Through Solid Waste Fund				
General Obligation Refunding Series 2013	\$132,948	\$50,004	\$9,450	\$1,412
General Obligation Refunding Series 2013B	\$289,856	\$195,344	\$13,855	\$8,291
General Obligation Refunding Series 2014A	\$2,371,107	\$1,814,988	\$107,881	\$66,324
General Obligation Series 2019 Refunding (09 BABS)	\$161,953	\$134,788	\$14,530	\$6,739
Bonds -Payable Through Storm Water Fund				
General Obligation Refunding Series 2016A	\$430,058	\$317,744	\$40,464	\$10,764
General Obligation Series 2019 Refunding (09 BABS)	\$323,907	\$269,578	\$29,060	\$13,479
General Obligation Series 2020 Refunding 11 & 12C	\$255,992	\$252,990	\$23,841	\$4,570

Notes				
HUD 108-Paid Through CDBG Project Fund	\$856,000	\$383,000	\$43,000	\$15,187
School EESI Series 2010-Paid Through General Purpose School Fund	\$5,045,078	\$1,016,778	\$433,616	\$6,136
Notes - Payable Through General Fund				
09 QSCB	\$1,240,000	\$317,960	\$77,374	\$18,786
2020 Capital Outlay Notes	\$2,000,000	\$1,833,333	\$166,667	\$34,825
Capital Leases				
No Capital Leases				

Section VI. During the coming fiscal year (FY 2022-2023) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Future Capital Projects	Proposed Capital Projects - Total Expense	Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Capital Projects Expense Financed by Debt Proceeds
Public Works - Streets Resurfacing	\$2,785,000	\$2,409,450	\$0
Public Works – Aesthetic Improvements	\$270,000	\$270,000	\$0
Public Works - Sidewalk Improvements	\$255,000	\$255,000	\$0
Public Works - Enhanced Landscaping Maintenance	\$225,000	\$225,000	\$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
Police – Justice Center Improvements	\$8,500,000	\$0	\$8,500,000
Schools - Facility Upgrades	\$6,000,000	\$0	\$6,000,000
Facilities Maintenance – Old Transit Building Purchase	\$800,000	\$0	\$800,000
Public Works - Clinchfield & Eastman Bridge Resurface	\$600,000	\$0	\$600,000
Facilities Maintenance – Facilities Improvements	\$100,000	\$0	\$100,000

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 24.53% for current employees only and the employees under the bridge will be 28.03%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section XI. That the tax rate will be set at \$1.9983 for Sullivan County inside city residents and for Hawkins County inside city rates for tax year 2022.

Section XII. 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

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

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

Section XV. The General Fund Capital Improvements Plan (FY23-27) is hereby approved.

Section XVII. A 5% COLA is applicable to all employees effective July 1, 2022.

Section XVIII. This ordinance shall take effect July 1, 2022, the welfare of the City of Kingsport requiring it.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY 2022-2023 Water Fund Budget

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

Action Form No.: AF-167-2022
 Work Session: June 6, 2022
 First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
 Staff Work By: John 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 9, 2022 budget work session. As required by charter, it was published in the Times News on May 31, 2022.

This ordinance establishes an average 7.5% rate increase for customers inside the city or outside the city beginning on July 1, 2022

The Water Fund budget for FY 2022-2023 is \$16,019,500.00.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jan*

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

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

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, 2022 AND ENDING JUNE 30, 2023, 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 seven (7) 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, 2022 and ending June 30, 2023 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 2022-2023 Water Fund Budget are \$16,019,500, less inter-fund transfers of \$3,275,440, establishing a net Water Budget of \$12,774,060. These revenues are hereby appropriated.

The estimated expenditures for the FY 2022-2023 Water Fund Budget are \$16,019,500, less inter-fund transfers of \$3,275,440, establishing a net Water Budget of \$12,774,060. These expenditures are hereby appropriated.

Estimated Water Fund Revenues and Appropriations for the Fiscal Period July 1,
2022- June 30, 2023

WATER FUND - 411	Actual FY2021	Estimated FY 2022	Budget FY 2023
Operating Revenues			
Water Sales	\$13,065,836	\$14,166,700	\$14,567,400
Tap Fees	\$248,915	\$260,000	\$300,000
Miscellaneous Other Fees	\$1,081,850	\$784,776	\$822,100
Fund Balance Appropriation (One-Time Capital)	\$0	\$0	\$0
Total Operating Revenues	\$14,396,601	\$15,211,476	\$15,689,500
Non-Operating Revenues (Expenses)			
Revenue: Investment Income	\$122,331	\$18,360	\$0
Other Financing Sources			
Transfers In - From Other Funds	\$192,904	\$248,000	\$330,000
Total Revenues and Other Financing Sources	\$14,711,836	\$15,477,836	\$16,019,500
Operating Expenses			
Water Department	\$7,453,085	\$6,759,100	\$7,278,260
Other	\$68,599	\$70,000	\$234,700
Depreciation	\$3,473,545	\$0	\$0
Total Operating Expenses	\$10,995,229	\$6,829,100	\$7,512,960
Capital Expenses			
Debt Service (Principal & Interest)	\$0	\$4,333,000	\$3,987,600
To Capital Projects	\$1,480,236	\$1,684,903	\$1,243,500
Total Expenses	\$12,475,465	\$12,847,003	\$12,744,060
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$1,316,562	\$1,430,860	\$1,562,440
Transfers Out - To General Fund (PILOT)	\$653,000	\$653,000	\$653,000
Transfers Out - To General Fund (Admin)	\$985,844	\$968,000	\$1,060,000
Total Appropriations	\$15,430,871	\$15,898,863	\$16,019,500
Change in Fund Balance (Revenues - Appropriations)	\$724,617	(\$421,027)	\$0
Beginning Fund Balance July 1	\$16,155,488	\$16,880,105	\$16,459,078
Ending Fund Balance June 30	\$16,880,105	\$16,459,078	\$16,459,078
Ending Fund Balance as a % of Appropriations	109.4%	103.5%	102.7%

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 2022, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2022
Water Fund - 411	\$16,459,078

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, 2022	FY 2023 Principal Payment	FY 2023 Interest Payment
Bonds -Payable Through Water Fund				
Tennessee Municipal Bond Fund (TMBF) - 2008	\$9,698,196	\$2,838,196	\$710,000	\$141,910
General Obligation Refunding Series 2013	\$3,025,000	\$50,000	\$10,000	\$1,412
General Obligation Refunding Series 2013B	\$4,262,308	\$2,872,526	\$203,742	\$121,922
General Obligation Refunding Series 2014B	\$2,717,899	\$1,998,970	\$130,050	\$56,053
General Obligation Refunding Series 2015A	\$2,226,420	\$1,168,852	\$80,331	\$35,552
General Obligation Refunding Series 2016 (Nov)	\$3,294,425	\$2,627,356	\$149,782	\$90,487
General Obligation Refunding Series 2017B	\$1,167,095	\$980,878	\$51,352	\$30,195
General Obligation Refunding Series 2018B	\$3,966,023	\$3,526,189	\$161,648	\$125,682
General Obligation Series 2019 Refunding (09 BABS)	\$2,159,378	\$1,797,183	\$193,731	\$89,959
General Obligation Series 2019 (Nov))	\$5,730,508	\$5,364,174	\$258,589	\$194,657
General Obligation Series 2020 Refunding 11 & 12C	\$2,337,395	\$2,309,988	\$212,206	\$41,729
General Obligation Series 2021 Series 2021	\$1,380,000	\$1,380,000	\$45,068	\$45,047
Loan - Payable Through Water Fund				
DWF 2014-140	\$13,556,601	\$10,712,737	\$620,844	\$185,640
No Notes				
No Capital Leases				

Section VI. During the coming fiscal year (FY 2022-2023) 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 – Distribution System	\$500,000	\$0	\$500,000
Water – Fieldcrest Annexation	\$1,200,000	\$0	\$1,200,000
Water – ARPA Matching Funds (20%)	\$400,000	\$0	\$400,000
Water – John B Dennis Waterline Replacement	\$1,000,000	\$1,000,000	\$0
Water – Meter Replacements	\$1,000,000	\$1,000,000	\$0

Proposed Future Capital Projects	Proposed Capital Projects - Total Expense	Proposed Capital Projects Expense Financed by Estimated	Proposed Capital Projects Expense
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		Revenues and/or Reserves	Financed by Debt Proceeds
Water - Line Improvements	\$800,000	\$800,000	\$0
Water - Pump Station Improvements	\$156,000	\$156,000	\$0
Water - 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 24.53% for current employees only and the employees under the bridge will be 28.03%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section XI. The water usage rates will be increased by an average of 7.5% for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2022. .

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 (FY23-27) is hereby approved.

Section XVI. A 5% COLA is applicable to all employees effective July 1, 2022.

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

Section XVII. This ordinance shall take effect July 1, 2022, the welfare of the City of Kingsport requiring it.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY 22-23 Sewer Fund Budget

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

Action Form No.: AF-168-2022
 Work Session: June 6, 2022
 First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
 Staff Work By: John 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 9, 2022 budget work session. As required by charter, it was published in the Times News on May 31, 2022.

This ordinance establishes an average 13.5% rate increases for customers inside the city or outside the city beginning on July 1, 2022.

The Sewer Fund budget for FY 2022-2023 is \$16,788,000.00.

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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, 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 seven (7) days prior to the meeting where the Board will consider final passage of the budget.

BE IT ORDAINED BY THE CITY OF KINGSFORT, 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, 2022 and ending June 30, 2023 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 2022-2023 Sewer Fund Budget are \$16,788,000, less inter-fund transfers of \$3,070,770, establishing a net Sewer Budget of \$13,717,230. These revenues are hereby appropriated.

The estimated expenditures for the FY 2022-2023 Sewer Fund Budget are \$16,788,000, less inter-fund transfers of \$3,070,770, establishing a net Sewer Budget of \$13,717,230. These expenditures are hereby appropriated.

Estimated Sewer Fund Revenues and Appropriations for the Fiscal Period July 1,
2022- June 30, 2023

SEWER FUND - 412	Actual FY2021	Estimated FY 2022	Budget FY 2023
Operating Revenues			
Sewer Charges	\$13,974,003	\$15,015,000	\$16,022,600
Tap Fees	\$286,400	\$338,649	\$350,000
Miscellaneous Other Fees	\$178,396	\$135,700	\$197,900
Fund Balance Appropriation (One-Time Capital)	\$0	\$0	\$0
Total Operating Revenues	\$14,438,799	\$15,489,349	\$16,570,500
Non-Operating Revenues (Expenses)			
Revenue: Investment Income	\$82,706	\$80,000	\$0
Grants - Operating	\$0	\$0	\$0
Other Income	\$2,419	\$0	\$217,500
Total Revenues and Other Financing Sources	\$14,523,924	\$15,569,349	\$16,788,000
Operating Expenses			
Sewer Department	\$6,605,139	\$6,818,275	\$7,480,130
Depreciation	\$5,512,404	\$0	\$0
Total Operating Expenses	\$12,117,543	\$6,818,275	\$7,480,130
Capital Expenses			
Debt Service (Principal & Interest)	\$0	\$5,725,900	\$5,577,100
To Capital Projects	\$650,000	\$610,000	\$660,000
Total Expenses	\$12,767,543	\$13,154,175	\$13,717,230
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$1,123,824	\$1,256,600	\$1,292,770
Transfers Out - To General Fund (PILOT)	\$838,000	\$838,000	\$838,000
Transfers Out - To General Fund (Admin)	\$756,529	\$813,103	\$940,000
Total Appropriations	\$15,485,896	\$16,061,878	\$16,788,000
Change in Fund Balance (Revenues - Appropriations)	(\$961,972)	(\$492,529)	\$0
Beginning Fund Balance July 1	\$17,038,361	\$16,076,389	\$15,583,860
Ending Fund Balance June 30	\$16,076,389	\$15,583,860	\$15,583,860
Ending Fund Balance as a % of Appropriations	103.8%	97.0%	92.8%

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 2022, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2022
Sewer Fund - 412	\$15,583,860

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, 2022	FY 2023 Principal Payment	FY 2023 Interest Payment
Bonds -Payable Through Sewer Fund				
General Obligation Refunding Series 2013	\$27,760,000	\$11,005,000	\$1,125,000	\$316,681
General Obligation Refunding Series 2013B	\$9,550,990	\$6,436,763	\$456,545	\$273,204
General Obligation Refunding Series 2014B	\$6,582,101	\$4,841,030	\$314,950	\$135,747
General Obligation Refunding Series 2015A	\$4,823,895	\$2,532,505	\$174,050	\$77,029
General Obligation Refunding Series 2016 (Nov)	\$6,952,823	\$5,544,987	\$316,111	\$190,970
General Obligation Refunding Series 2017B	\$10,082,905	\$8,474,122	\$443,648	\$260,867
General Obligation Refunding Series 2018B	\$1,308,977	\$1,163,811	\$53,352	\$41,481
General Obligation Series 2019 Refunding (09 BABS)	\$3,239,067	\$2,695,777	\$290,597	\$134,789
General Obligation Series 2019 (Nov))	\$3,421,614	\$3,202,880	\$154,400	\$116,227
General Obligation Series 2020 Refunding 11 & 12C	\$3,239,067	\$2,611,502	\$239,904	\$47,176
General Obligation Series 2021 Series 2021	\$6,345,000	\$6,345,000	\$207,213	\$207,117
No Loans				
No Notes				
No Capital Leases				

Section VI. During the coming fiscal year (FY 2022-2023) 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 – WWTP Equalization Basin	\$11,000,000	\$0	\$11,000,000
Sewer – Annexation/Growth	\$2,500,000	\$0	\$2,500,000
Sewer – ARPA Matching Funds	\$821,000	\$0	\$821,000
Sewer - Miscellaneous I&I Rehab	\$1,000,000	\$0	\$1,000,000
Sewer – Garden Drive/Industry I&I - ARPA	\$1,300,000	\$1,300,000	\$0
Sewer – Lift Station Upgrades - ARPA	\$1,200,000	\$1,200,000	\$0
Sewer – Dump Pad @ WWTP – ARPA	\$500,000	\$500,000	\$0
Sewer – Millye St Force Main - ARPA	\$855,000	\$855,000	\$0
Sewer – South Fork Basin Study	\$250,000	\$250,000	\$0
Proposed Future Capital Projects	Proposed Capital Projects -	Proposed Capital Projects Expense Financed by Estimated	Proposed Capital Projects Expense

	Total Expense	Revenues and/or Reserves	Financed by Debt Proceeds
Sewer - Pump Station Improvements	\$300,000	\$300,000	\$0
Sewer - Line Improvements	\$260,000	\$260,000	\$0
Sewer – 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 24.53% for current employees only and the employees under the bridge will be 28.03%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section XI. The sewer usage rates will be increased by an average of 13.5% for both inside and outside city customers. These sewer rates shall be applicable to all billings rendered on or after July 1, 2022.

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

Section XIV. The Sewer Fund Capital Improvements Plan (FY23-27) is hereby approved.

Section XV. A 5% COLA is applicable to all employees effective July 1, 2022.

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

Section XVII. This ordinance shall take effect July 1, 2022, the welfare of the City of Kingsport requiring it.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2022-2023 Metropolitan Planning Project Grant Fund Budget

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

Action Form No.: AF-169-2022
 Work Session: June 6, 2022
 First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
 Staff Work By: John 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 this separate capital/grant budget ordinance. The total FY 2022-2023 budget for the Metropolitan Planning Project Grant Fund is \$425,718.00.

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*

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

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 \$425,718.

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	\$51,000	Personal Services	\$330,170
Federal FHWA TN	\$292,111	Contract Services	\$82,548
General Fund	\$68,000	Commodities	\$8,700
VDot-FHWA	\$9,259	Capital Outlay	\$250
V Dot-Sec 5303	\$5,348	Insurance	\$4,050
Total Revenues	\$425,718	Total Expenditures	\$425,718

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:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2022-2023 Community Development Block Grant Fund Budget

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

Action Form No.: AF-170-2022
 Work Session: June 6, 2022
 First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
 Staff Work By: John 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 2022-2023 budget for the Community Development Block Grant Fund is \$415,412.00.

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: *mw*

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

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, 2023; 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 \$415,412

COMMUNITY DEVELOPMENT FUND

CD2301	CDBG Administration	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$58,101	
124-0000-603.10-10	Salaries		\$44,250
124-0000-603.10-20	Social Security		\$3,458
124-0000-603.10-30	Health Insurance		\$3,480
124-0000-603.10-43	ICMA Retirement		\$3,765
124-0000-603.10-50	Life Insurance		\$90
124-0000-603.10-52	Long Term Disability		\$90
124-0000-603.10-60	Workman's Compensation		\$37
124-0000-603.10-61	Unemployment Insurance		\$30
124-0000-603.20-10	Advertising and Publication		\$50
124-0000-603.20-21	Accounting/Auditing		\$120
124-0000-603.20-34	Telephone		\$150
124-0000-603.20-40	Travel		\$500
124-0000-603.20-43	Dues/Membership		\$200
124-0000-603.20-99	Miscellaneous		\$1,781
124-0000-603.30-10	Office Supplies		\$50
124-0000-603.30-11	Postage		\$50
Total CD2201 - CDBG Administration		\$58,101	\$58,101
CD2304	KAHR Program	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$175,000	
124-0000-603.10-10	Salaries		\$45,000
124-0000-603.40-23	Grants		\$130,000
Total CD2204 - KAHR Program		\$175,000	\$175,000
CD2305	Community Enrichment	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$62,311	
124-0000-603.40-23	Grants		\$62,311
Total CD2205 - Community Enrichment		\$62,311	\$62,311

CD2325	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

CD2335	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:

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 22-23 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-171-2022
 Work Session: June 6, 2022
 First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
 Staff Work By: John Morris
 Presentation By: C. McCartt

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 12, 2022. 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 2022-2023 budget for the Schools Public Law 93-380 Grant Project Fund is \$5,116,761.00.

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: *mw*

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
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	\$5,116,761
Total Revenues	\$5,116,761
Expenditures	Budget
Instruction	\$2,182,981
Support Services	\$2,514,796
To School Fund	\$83,435
To Risk Fund	\$12,022
To Consolidated Admin.	\$323,527
Total Expenditures	\$5,116,761

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, 2022, 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:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 22-23 Schools Special Projects Grant Fund Budget

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

Action Form No.: AF-172-2022
 Work Session: June 6, 2022
 First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
 Staff Work By: John Morris
 Presentation By: C. McCartt

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 12, 2022. 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 2022-2023 budget for the Schools Special Projects Grant Fund is \$1,061,700.00.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

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

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

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

School Grant Projects Fund -- 145

Revenues	Original Budget
Federal Grants	\$ 0
State Grant	\$ 943,332
Local Revenue	\$ 0
From School Fund - 141	\$ 118,368
Total Revenues	\$ 1,061,700

Expenditures	Original Budget
Instruction	\$ 588,237
Support Services	\$ 471,021
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 2,442
Total Expenditures	\$ 1,061,700

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, 2022, 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:

RODNEY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-173-2022
Work Session: June 6, 2022
First Reading: June 7, 2022

Final Adoption: **June 21, 2022**
Staff Work By: John Morris
Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Fund is being increased by \$263,719.00 to adjust revenue projections. These funds are being allocated to the General Projects and General Projects-Special Revenue Funds to help cover various project fund shortfalls.

The Regional Sales Tax Fund is being increased by \$86,593.00 to adjust revenue to actual. These funds are being allocated to the Aquatic Center to cover maintenance expenses.

The Aquatic Center Fund is being increased with Regional Sales Tax funds in the amount of \$86,593.00 to cover maintenance expenses.

The General Projects-Special Revenue Fund is being amended to transfer funds across 21 different projects in the amount of \$558,688.00, allocate \$10,616.00 in donations and interest received, and close 10 projects.

The General Project Fund is being amended to transfer funds across 29 different projects in the amount of \$2,012,795.00, allocate \$9,833,734.00 in TDOT Funds, Border Regions Tax, payments in lieu of sidewalks, donations, and interest received, and close 11 projects.

The Water Project Fund is being amended to transfer funds across 10 different project in the amount of \$1,253,549.00, and close 4 projects


The Sewer Project Fund is being amended to transfer funds across 8 different projects in the amount of \$894,817.00, and close 2 projects.

The Stormwater Project Fund is being amended to transfer funds across 4 different projects in the amount of \$297,147.00 and to close one project.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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: 

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by increasing various revenue and expense accounts to adjust the General Fund budget to actual. The total amount of the adjustment increases the General Fund total by \$263,719.

SECTION II. That the Regional Sales Tax Fund budget be amended by increasing the Conference Center revenue line (130-0000-313.11-00) by \$86,593 and the To Aquatic Center Fund expense line (130-4804-481.70-39) by \$86,593.

SECTION III. That the Aquatic Center Fund budget be amended by increasing the From Regional Sales Tax revenue line (419-0000-391.25-00) by \$86,593 and the miscellaneous expenditure line (419-5019-501.20-99) by \$86,593.

SECTION IV. That the General Project-Special Revenue Fund budget be amended by accepting a donation to the Library Landscaping project (NC1601) in amount of \$8, accepting a donation to the Coca Cola Appropriation project (NC1604) in the amount of \$8,300, reducing donations from Non Profit Groups in the Temporary Public Art project (NC1612) by \$4,000, accepting a donation to the Fire Marshall Office project (NC1801) in the amount of \$1,488, accepting a donation to the Library Technology project (NC2018) in the amount of \$357, by accepting Coronavirus Relief funds to the Library CARES Act project (NC2025) in the amount of \$4,663, by transferring \$302 from the Library Landscaping project (NC1601), \$11,911 from the Downtown Project project (NC1606), \$507 from the Temporary Public Art project (NC1612), \$934 from the Creative Partnership Support project (NC2001), \$121 from the Great Stories Club project (NC2002), \$4,220 from the IT project (NC2005), \$56,569 from the Bentek Payroll Benefits project (NC2009), \$561 from the Building Software project (NC2021), \$30,000 from the AEP 3-PH Ext Five Points project (NC2108), \$96,240 from the Pavement Assessment project (NC2203), \$35,917 from the Local Roads project (NC2206), \$196,993 from the General Fund To Gen Proj-Special Rev line (110-4804-481.70-35) to the IT Help Desk Position project (NC1905) in the amount of \$10,796, to the Library Technology project (NC2018) in the amount of \$1,381, to the General Projects project (NC2100) in the amount of \$347,913, to the Library Literacy Initiative project (NC2113) in the amount of \$188, to the TAC Creative Partner Grant project (NC2117) in the amount of \$934, to the Archives Move/Demo project (NC2230) in the amount of \$12,146, to the Fac Maint Old City Hall project (NC2235) in the amount of \$25,000, and to the General Fund To Gen Project Fund line (110-4804-481.70-36) in the amount of \$124,413. Close NC1601, NC1606, NC1612, NC1905, NC2001, NC2002, NC2009, NC2018, NC2113, & NC2108.

SECTION V. That the General Project Fund budget be amended by accepting Border Regions allocations to the Border Reg Rd Improvements project (GP1228) in the amount of \$527,753, by allocating interest earned in the West End Greenbelt Extension project (GP1927) in the amount of \$35, by allocating TDOT Grant funds to the Main Street Improvements project (GP1516) in the amount of \$9,285,190, accepting a payment in lieu of sidewalk to the AEP Sidewalk Improvements project (GP2015) in the amount of \$19,171, by accepting a grant to the Library Improvements project (GP1908) in the amount of \$1,584, by transferring \$13,120 from the Indian Trail Dr Ext project (GP1615), \$57,950 from the Playground Equipment ADA project

(GP1814), \$564,928 from the Local Roads project (GP1836) , \$44,150 from the ADA Signal Upgrades project (GP1919), \$177,000 from the Local Roads project (GP2000), \$444,554 from the Main Street Transmission Upgrade project (GP2001), \$229,797 from the Island Rd Improvements project (GP1926), \$147,793 from the General Fund To General Project Fund line (110-4804-481.70-36), \$70,475 from the Transit Center project (GP1718), \$30,000 from the Public Art project (GP2217), \$73,028 from the PW Radio Replacement project (GP2201), \$6,648 from the Fire Facilities/Capital project (GP1804), \$93,908 from the Street Lights project (GP1809), \$6,385 from the Signal Cabinet Replacement project (GP2018), \$12,133 from the General Projects project (GP1750), \$1,535 from the Model City Coalition project (GP1834), and \$3,474 from the Bays Mtn Planetarium Improvements project (GP1906), to the West End Greenbelt Ext project (GP1927) in the amount of \$4,690, to the Pedestrian Bridge project (GP2108) in the amount of \$7,000, to the Main Street Improvements project (GP1516) in the amount of \$1,691,829, to the Transit Garage project (GP1727) in the amount of \$70,475, to the Public Art project (GP2217) in the amount of \$30,000, to the Fire Facilities/Capital project (GP2003) in the amount of \$79,676, to the Street Lights & Signals project (GP2218) in the amount of \$100,293, to the Library Improvements project (GP1807) in the amount of \$7,368, to the Library Improvements project (GP1908) in the amount of \$16,884, to the Parks Rec ADA Analysis project (GP1831) in the amount of \$1,220, and to the Building Code Enforcement project (GP2024) in the amount of \$3,360. Close GP1615, GP1919, GP2000, GP2001, GP1718, GP1630, GP1809, GP2018, GP1906, GP1831, GP1834, and GP2024.

SECTION V. That the Water Project Fund budget be amended by transferring \$540,539 from the Water Pump Station Improvements project (WA2009), \$80,000 from the WTP Equipment project (WA2010), \$211,168 from the Maint Facility Imp project (WA2103), \$100,000 from the Water Line Imp project (WA2200), \$148,010 from the Equipment purchases project (WA2202), \$50,000 from the Plant Facility Imp project (WA2203), \$123,832 from the Master Water Plan Upgrades project (WA2204) to the Plant Facility Improvements project (WA2101) in the amount of \$540,539, to the Main St WL Replacement project (WA1901) in the amount of \$665,000, and to the Pump Station Improvements project (WA2201) in the amount of \$48,010. Close WA2009, WA2010, WA2103, and WA2202.

SECTION VI. That the Sewer Project Fund budget be amended by transferring \$4,475 from the Maint Facility Imp project (SW1906), \$77,000 from the Misc I&I Rehab project (SW2000), \$30,217 from the Equipment Purchases project (SW2102), \$743,525 from the Sewer I&I Rehab project (SW2203), \$39,600 from the SLS Improvements project (SW2204) to the Main St Sewer Replacement project (SW1901) in the amount of \$825,000, to the System Improvements SLS project (SW2005) in the amount of \$39,600, and to the WWTP Digester Cleaning project (SW2010) in the amount of \$30,217. Close SW1906, & SW2102.

SECTION VII. That the Stormwater Project Fund budget be amended by transferring \$147,147 from the Reservoir Rd Stormwater upgrade project (ST2108), \$150,000 from the Main St Stormwater Relocation project (ST2200) to the Rosehaven Ct Stormwater Upgrade project (ST2109) in the amount of \$58,647, and to the Main street Stormwater Upgrade project (ST2110) in the amount of \$238,500. Close ST2200.

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-311.10-10 Commercial	11,221,657	(288,239)	10,933,418
110-0000-311.10-15 Industrial	2,252,590	(16,136)	2,236,454
110-0000-311.10-20 Farm	91,064	(13,660)	77,404
110-0000-311.10-25 Agriculture	53,741	471	54,212
110-0000-311.10-30 Residential	14,570,074	(1,816)	14,568,258
110-0000-311.10-40 Forestry	15,605	(540)	15,065
110-0000-311.20-10 Tan Commercial	9,211,473	(1,064,860)	8,146,613
110-0000-311.30-00 Public Utilities-SA	1,430,543	(113,778)	1,316,765
110-0000-311.40-00 Prior Years	626,292	1,153,547	1,779,839
110-0000-312.10-00 KHRA-PILOT	11,272	0	11,272
110-0000-312.60-00 KEDB-PILOT	1,999,108	0	1,999,108
110-0000-312.90-00 Other-PILOT	26,466	0	26,466
110-0000-314.10-00 Wholesale Beer Tax	1,287,790	(32,968)	1,254,822
110-0000-314.20-00 Wholesale Liquor Tax	658,261	(11,138)	647,123
110-0000-314.30-00 Beer Privilege Tax	17,802	400	18,202
110-0000-314.31-00 Beer Permit Applications	4,453	863	5,316
110-0000-315.10-00 Gross Receipts Tax	1,355,592	170,151	1,525,743
110-0000-315.30-00 New License Fee	6,150	(60)	6,090
110-0000-315.40-00 Minimal Activity License	980	(45)	935
110-0000-315.50-00 Transient Vendor License	600	0	600
110-0000-316.10-00 Cable TV Franchise	740,772	15,813	756,585
110-0000-316.15-00 AEP Franchise	4,090,670	(9,562)	4,081,108
110-0000-316.20-00 Motel-Room Occupancy Tax	1,241,039	95,902	1,336,941
110-0000-317.10-00 Property Tax P&I	298,383	(39,742)	258,641
110-0000-317.12-00 Publicity & Postage	7,603	(659)	6,944
110-0000-321.10-00 Contractor Licenses	16,832	(3,768)	13,064
110-0000-322.10-00 Building Permits	471,999	81,754	553,753
110-0000-322.20-00 Electrical Permits	47,921	(391)	47,530
110-0000-322.30-00 Natural Gas Permits	43,710	(91)	43,619
110-0000-322.40-00 Plumbing Permits	20,520	2,455	22,975
110-0000-332.10-00 Sales Tax	5,908,967	203,804	6,112,771
110-0000-332.12-00 Telecommunication Sale Tx	81,598	853	82,451
110-0000-332.13-00 Telecom Privilege	2,452	(1)	2,451
110-0000-332.14-00 Fantasy Sports Privilege	50,121	789	50,910
110-0000-332.15-00 Beer Tax	25,082	242	25,324
110-0000-332.20-00 Mix Drink Tax	323,314	(5,862)	317,452
110-0000-332.25-00 Street & Transport	101,678	(1)	101,677
110-0000-332.35-00 Supplement Fireman Salary	94,400	(800)	93,600
110-0000-332.40-00 Supplement Police Salary	82,400	(5,600)	76,800
110-0000-332.45-00 In-Lieu intangible Per PR	163,885	(4,731)	159,154
110-0000-332.50-00 TVA In-Leau of Tax	574,749	(1)	574,748
110-0000-332.52-00 TVA Impact Payment	187,344	0	187,344

110-0000-332.57-00	Direct Appropriation	607,194	0	607,194
110-0000-332.71-00	FTDD Area Agency on Aging	15,076	0	15,076
110-0000-333.05-00	Sales Tax-Hawkins	1,131,975	68,231	1,200,206
110-0000-333.10-00	Sales Tax-Sullivan	19,476,093	243,049	19,719,142
110-0000-333.15-00	Cont Bays Mtn Park	15,000	45,000	60,000
110-0000-333.20-00	Cont Fire Service	185,980	9,299	195,279
110-0000-333.35-00	Admin-Building	150,000	(50,000)	100,000
110-0000-337.12-28	HIDTA	16,145	3,733	19,878
110-0000-341.10-15	Summer Prog Activity Fee	0	0	0
110-0000-341.10-20	Allandale Rental	88,187	11,741	99,928
110-0000-341.10-50	Auditorium Receipts	41,004	(790)	40,214
110-0000-341.10-59	FunFest Softball Tourn.	4,200	0	4,200
110-0000-341.10-60	Concession Receipts	217,219	4,466	221,685
110-0000-341.10-61	Athletic Facility Rentals	51,835	(3,180)	48,655
110-0000-341.10-62	Athletic Programs	57,791	2,530	60,321
110-0000-341.10-63	Cultural Arts Prog	5,672	1,514	7,186
110-0000-341.10-64	Renaissance Set Up	5,146	763	5,909
110-0000-341.10-70	Renaissance	49,664	9,384	59,048
110-0000-341.10-80	Community Ctr Rent	33,124	(6,700)	26,424
110-0000-341.10-81	VO Dobbins Rent	189,982	19,413	209,395
110-0000-341.10-85	Comm Prog Events	44,299	(1,467)	42,832
110-0000-341.10-86	Lynn View Com Ctr	1,804	101	1,905
110-0000-341.10-88	Farmer's Market Building	21,250	2,390	23,640
110-0000-341.10-90	Other Rec Receipts	218	264	482
110-0000-341.10-95	Dog Park Fees	3,821	166	3,987
110-0000-341.10-96	Carousel Tickets	37,381	2,627	40,008
110-0000-341.10-97	Carousel Rentals	18,285	3,410	21,695
110-0000-341.10-98	Carousel Events	1,550	1,000	2,550
110-0000-341.20-10	Senior Center Dues	24,322	1,660	25,982
110-0000-341.20-20	Sr. Cen Trans Fees	2,847	536	3,383
110-0000-341.26-10	Ad. Ed. Class Fees	3,377	155	3,532
110-0000-341.30-10	BMP Entrance Fees	79,134	19,153	98,287
110-0000-341.30-15	BMP School Program Fees	6,330	6,632	12,962
110-0000-341.30-20	BMP Planetarium Fees	17,872	2,785	20,657
110-0000-341.30-40	BMP Barge Rides	10,375	1,229	11,604
110-0000-341.30-50	BMP Nature Show Fees	1,724	781	2,505
110-0000-341.30-60	BMP Mountain Bike Fees	0	0	0
110-0000-341.30-70	BMP Ropes Course Fees	16,090	(2,729)	13,361
110-0000-341.30-80	Park Tours	10	0	10
110-0000-341.30-90	BMP Primitive Camping Fees	90	90	180
110-0000-341.30-95	Facility Rental Fees	7,420	5,342	12,762
110-0000-341.60-87	FM Merchandise	2,354	27	2,381
110-0000-341.60-89	FM Booth Fees	10,425	22	10,447
110-0000-342.40-00	Sexual Offenders	8,000	600	8,600
110-0000-342.72-00	Driver's School	26,750	600	27,350
110-0000-342.73-00	Child Restraint Class	0	75	75
110-0000-342.85-20	Food Truck Inspection	2,450	900	3,350
110-0000-342.85-22	Food Truck Renewal	975	325	1300

110-0000-342.85-25	Food Truck 3 Day Permit	0	0	0
110-0000-348.10-00	Business License Rec Fee	84	0	84
110-0000-348.21-00	Commercial Plans Review	16,299	2,550	18,849
110-0000-348.40-00	E-911 Charges	296,501	0	296,501
110-0000-348.40-10	E-911 Supplemental Pay	15,200	0	15,200
110-0000-348.68-00	Contracted Maint-State Rd	272,663	(1,603)	271,060
110-0000-348.80-00	Engineering Fees	401,994	(35,057)	366,937
110-0000-351.10-00	Sessions Court Fines	48,688	(98)	48,590
110-0000-351.20-00	Circuit Court Fines	12,494	(875)	11,619
110-0000-351.30-00	Police Court Fines	111,262	15,585	126,847
110-0000-351.30-65	Red Light Camera Fines	419,454	(32,018)	387,436
110-0000-351.31-00	Local Court Costs	139,932	13,352	153,284
110-0000-351.31-66	Red Light Court Costs	25,550	3,148	28,698
110-0000-351.32-00	Local Litigation Fee	4,634	1,387	6,021
110-0000-351.60-00	Drug Fines	17,276	541	17,817
110-0000-361.10-00	Earnings On Investments	14,044	(4,789)	9,255
110-0000-364.20-00	From Corporations	600,000	0	600,000
110-0000-364.20-10	KPT Lifesaving Crew	75,000	0	75,000
110-0000-364.30-00	From Non-Profits	75,000	0	75,000
110-0000-368.05-00	Land Sales	0	0	0
110-0000-368.15-00	Rental of Land & Building	39,858	0	39,858
110-0000-368.30-00	Return Check Charge	1,050	(210)	840
110-0000-368.30-67	Red Light Cam Fines	330	(90)	240
110-0000-368.32-00	Vending Machine Revenue	3,883	(201)	3,682
110-0000-368.55-20	Police Copies	4	59	63
110-0000-368.55-40	Data on CDs	15	0	15
110-0000-368.77-00	Convenience Fee	6,875	59	6,934
110-0000-368.79-00	Tax Processing Fee	13,917	812	14,729
110-0000-368.81-10	Staubus v Endo Pharmacy	1,559,317	0	1,559,317
110-0000-368.99-00	Miscellaneous	136,723	38,243	174,966
110-0000-391.21-00	From School Fund	190,000	0	190,000
110-0000-392.01-00	Fund Balance Appropriations	400,000	(400,000)	0
110-0000-393.37-04	AC-Admin Fee	43,714	3,974	47,688
110-0000-393.42-04	Sewer-Admin Fee	561,132	51,012	612,144
110-0000-393.42-60	Sewer PILOT	838,000	0	838,000
110-0000-393.45-04	Water Admin Fee	912,516	82,956	995,472
110-0000-393.45-60	Water PILOT	653,000	0	653,000
110-0000-393.89-04	ST WA-Admin Fee	79,860	7,260	87,120
Total:		90,093,661	263,719	90,357,380

Expenditures:

		\$	\$	\$
110-1005-405.20-25	Public Relations	81,067	(81,067)	0
110-4804-481.70-35	To Gen Proj-Special Rev	6,031,630	196,993	6,228,623
110-4804-481.70-36	To Gen Project Fund	1,407,296	147,793	1,555,089
Total:		7,519,993	263,719	7,783,712

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
130-0000-313.11-00 Conference Center	4,390,477	86,593	4,477,070
130-0000-361.10-00 Earnings on Investments	12	0	12
Total:	4,390,489	86,593	4,477,082

Expenditures:

	\$	\$	\$
130-4804-481.70-26 To Meadowview Fund	2,050,000	0	2,050,000
130-4804-481.70-27 To Cattails @ Meadowview	165,300	0	165,300
130-4804-481.70-39 To Aquatic Center Fund	2,175,189	86,593	2,261,782
Total:	4,390,489	86,593	4,477,082

Aquatic Center Fund: 419**Revenues:**

	\$	\$	\$
419-0000-391.25-00 From Regional Sales Tax	2,175,000	86,593	2,261,593
Total:	2,175,000	86,593	2,261,593

Expenditures:

	\$	\$	\$
419-5019-501.20-99 Miscellaneous	89,964	86,593	176,557
Total:	89,964	86,593	176,557

Account Number/Description:**Fund 111: Gen Project-Special Revenue Fund****Library Landscaping (NC1601)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-364.30-00 From Non-Profits	13,100	(302)	12,798
Total:	13,100	(302)	12,798

Expenditures:

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	13,100	(302)	12,798
Total:	13,100	(302)	12,798

Coca Cola Appropriation (NC1604)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-364.20-00 From Corporations	77,465	8,300	85,765
Total:	77,465	8,300	85,765

Expenditures:

	\$	\$	\$
111-0000-601.90-04 Equipment	77,465	8,300	85,765
Total:	77,465	8,300	85,765

Downtown Project (NC1606)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-332.02-10 TN Historical Commission	11,911	(11,911)	0
111-0000-391.01-00 From General Fund	141,442	0	141,442
Total:	153,353	(11,911)	141,442

Expenditures:

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	153,353	(11,911)	141,442
Total:	153,353	(11,911)	141,442

Temporary Public Art (NC1612)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-364.20-00 From Corporations	7,500	0	7,500
111-0000-364.30-00 From Non-Profit Groups	14,400	(4,000)	10,400
111-0000-391.01-00 From General Fund	60,000	(507)	59,493
Total:	81,900	(4,507)	77,393

Expenditures:

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	61,400	2,464	63,864
111-0000-601.20-99 Miscellaneous	10,500	(405)	10,095
111-0000-601.30-20 Operating Supplies & Tools	10,000	(6,566)	3,434
Total:	81,900	(4,507)	77,393

Fire Marshall Office (NC1801)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-364.20-00 From Corporations	3,312	1,488	4,800
Total:	3,312	1,488	4,800

Expenditures:

	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tools	3,312	1,488	4,800
Total:	3,312	1,488	4,800

IT Help Desk Position(NC1905)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-391.01-00 From General Fund	60,000	10,796	70,796
Total:	60,000	10,796	70,796

Expenditures:

	\$	\$	\$
111-0000-601.20-75 Temporary Employees	60,000	10,796	70,796
Total:	60,000	10,796	70,796

Creative Partnership Support (NC2001)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-332.32-00 TN Arts Commission	14,000	0	14,000
111-0000-364.10-00 Individuals	200	0	200
111-0000-364.30-00 From Non-Profit Groups	6,100	0	6,100
111-0000-391.01-00 From General Fund	3,000	(934)	2,066
Total:	23,300	(934)	22,366

Expenditures:

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	18,200	(6,337)	11,863
111-0000-601.20-40 Travel	0	1,980	1,980
111-0000-601.90-06 Purchases \$5,000 & Over	5,100	3,424	8,523
Total:	23,300	(934)	22,366

Great Stories Club (NC2002)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-364.30-00 From Non-Profit Groups	390	(121)	269
Total:	390	(121)	269

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Expenditures:	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tools	390	(121)	269
Total:	390	(121)	269

IT (NC2005)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-391.01-00 From General Fund	40,000	(4,220)	35,780
Total:	40,000	(4,220)	35,780

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Expenditures:	\$	\$	\$
111-0000-601.20-75 Temporary Employees	40,000	(4,220)	35,780
Total:	40,000	(4,220)	35,780

Bentek Payroll Benefits (NC2009)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-391.01-00 From General Fund	140,938	(56,569)	84,369
Total:	140,938	(56,569)	84,369

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Expenditures:	\$	\$	\$
111-0000-601.20-57 Computer Repairs & Maint.	140,938	(56,569)	84,369
Total:	140,938	(56,569)	84,369

Library Technology (NC2018)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-337.41-01 Technology Grants	1,643	0	1,643
111-0000-364.30-00 From Non-Profit Groups	1,643	357	2,000
111-0000-391.01-00 From General Fund	0	1,381	1,381
Total:	3,286	1,738	5,024

Expenditures:

	\$	\$	\$
111-0000-601.30-10 Office Supplies	1,643	40	1,683
111-0000-601.30-14 Computer Supplies	1,643	1,698	3,341
Total:	3,286	1,738	5,024

Building Software (NC2021)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	252,000	(561)	251,439
Total:	252,000	(561)	251,439

Expenditures:

	\$	\$	\$
111-0000-601.20-45 Training	100,000	(1,426)	98,574
111-0000-601.20-57 Computer Repairs/Mainten	152,000	865	152,865
Total:	252,000	(561)	251,439

Library CARES Act (NC2025)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-337.19-00 Coronavirus Relief Fund	2,895	4,463	7,358
Total:	2,895	4,463	7,358

Expenditures:

	\$	\$	\$
111-4810-481.20-68 Covid-19	1,450	4,463	5,913
111-4810-481.30-68 Covid-19	1,445	0	1,445
Total:	2,895	4,463	7,358

General Projects (NC2100)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	437,207	347,913	785,120
Total:	437,207	347,913	785,120

Expenditures:

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	62,923	0	62,923
111-0000-601.90-03 Improvements	374,284	347,913	722,197
Total:	437,207	347,913	785,120

Library Literacy Initiative (NC2113)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-364.30-00 From Non-Profit Groups	5,000	188	5,188
Total:	5,000	188	5,188

Expenditures:

	\$	\$	\$
111-0000-601.90-05 Library Materials	5,000	188	5,188
Total:	5,000	188	5,188

TAC Creative Partner Grant (NC2117)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.32-00 TN Arts Commission	13,000	0	13,000
111-0000-391.01-00 From General Fund	7,000	934	7,934
Total:	20,000	934	20,934

Expenditures:

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	10,000	934	10,934
111-0000-601.90-06 Purchases \$5,000 & Over	10,000	0	10,000
Total:	20,000	934	20,934

Archives Move/Demo (NC2230)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-332.02-10 TN Historical Commission	0	11,911	11,911
111-0000-364.30-00 From Non-Profit Groups	0	235	235
111-0000-391.01-00 From General Fund	205,000	0	205,000
Total:	205,000	12,146	217,146

Expenditures:

	\$	\$	\$
111-0000-601.90-03 Improvements	205,000	12,146	217,146
Total:	205,000	12,146	217,146

Fac Maint Old City Hall (NC2235)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	25,000	25,000	50,000
Total:	25,000	25,000	50,000

Expenditures:

	\$	\$	\$
111-0000-601.90-03 Improvements	25,000	25,000	50,000
Total:	25,000	25,000	50,000

AEP 3-Ph Ext. Five Points (NC2108)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	30,000	(30,000)	0
Total:	30,000	(30,000)	0

Expenditures:

111-0000-601.90-03 Improvements

	\$	\$	\$
	30,000	(30,000)	0
Total:	30,000	(30,000)	0

Pavement Assessment (NC2203)**Revenues:**

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	205,000	(96,240)	108,760
Total:	205,000	(96,240)	108,760

Expenditures:

111-0000-601.20-20 Professional/Consultant

	\$	\$	\$
	205,000	(96,240)	108,760
Total:	205,000	(96,240)	108,760

Local Roads (NC2206)**Revenues:**

111-0000-331.95-00 American Rescue Plan Act

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	450,000	(35,917)	414,083
Total:	450,000	(35,917)	414,083

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv

	\$	\$	\$
	450,000	(35,917)	414,083
Total:	450,000	(35,917)	414,083

Account Number/Description:**General Project Fund: 311****Border Reg Rd Improvements (GP1228)****Revenues:**

311-0000-332.10-15 Border Regions Allocation

311-0000-368.10-41 Series 2012 C GO Pub Imp

311-0000-368.21-01 Premium from Bond Sale

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	1,080,940	527,752	1,608,692
	272,168	0	272,168
	19,633	0	19,633
Total:	1,372,741	527,752	1,900,493

Expenditures:

311-0000-601.20-20 Professional/Consultant

311-0000-601.20-23 Arch/Eng/Landscaping Serv

311-0000-601.40-41 Bond Sale Expense

311-0000-601.90-01 Land

311-0000-601.90-03 Improvements

	\$	\$	\$
	63,760	0	63,760
	93,321	127,752	221,073
	11,867	0	11,867
	110,000	0	110,000
	1,093,793	400,000	1,493,793
Total:	1,372,741	527,752	1,900,493

Indian Trail Dr. Ext (GP1615)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-40 Series 2011 GO Pub Imp	254,796	0	254,796
311-0000-368.10-46 Series 2013B GO Pub Imp	45,000	0	45,000
311-0000-368.10-47 Series 2014 A GO Bonds	7,741	0	7,741
311-0000-368.10-54 Series 2016 GO (Nov 4)	20,764	(13,120)	7,644
311-0000-368.21-01 Premium From Bond Sale	250,188	0	250,188
311-0000-391.01-00 From General Fund	550,845	0	550,845
Total:	1,129,334	(13,120)	1,116,214

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	401,490	(9,562)	391,928
311-0000-601.40-41 Bond Sale Exp	34,346	0	34,346
311-0000-601.90-01 Land	453,757	0	453,757
311-0000-601.90-03 Improvements	239,741	(3,558)	236,183
Total:	3,667,034	(13,120)	1,116,214

Playground Equipment ADA (GP1814)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	72,667	(55,417)	17,250
311-0000-368.21-01 Premium from Bond Sale	3,321	(2,533)	788
Total:	75,988	(57,950)	18,038

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	988	0	988
311-0000-601.20-23 Arch/Eng/Landscaping	75,000	(57,950)	17,050
Total:	75,988	(57,950)	18,038

Local Roads (GP1836)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	1,225,165	(512,618)	712,547
311-0000-368.21-01 Premium From Bond Sale	125,022	(52,310)	72,712
Total:	1,350,187	(564,928)	785,259

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	83,416	0	83,416
311-0000-601.40-41 Bond Sale Expense	37,199	0	37,199
311-0000-601.90-03 Improvements	1,229,572	(564,928)	664,644
Total:	1,350,187	(564,928)	785,259

ADA Signal Upgrades (GP1919)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	40,940	(40,940)	0
311-0000-368.21-01 Premium From Bond Sale	3,210	(3,210)	0
311-0000-391.01-00 From General Fund	30,850	0	30,850
Total:	75,000	(44,150)	30,850
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	75,000	(44,150)	30,850
Total:	75,000	(44,150)	30,850

Island Road Improvements (GP1926)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-337-9010 FTA/TN Section 5303 80%	2,800,000	0	2,800,000
311-0000-368.10-54 Series 2016 GO (Nov 4)	300,000	(229,797)	70,203
Total:	3,100,000	(229,797)	2,870,203
<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Ach/Eng/Landscaping	550,000	0	550,000
311-0000-601-9001 Land	700,000	(229,797)	470,203
311-0000-601-9003 Improvement	1,850,000	0	1,850,000
Total:	3,100,000	(229,797)	2,870,203

West End Greenbelt Ext (GP1927)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-337.90-10 FTA/TN Section 5303 80%	835,200	0	835,200
311-0000-361.22-00 Int LGIP	0	35	35
311-0000-364.20-00 From Corporations	6,640	0	6,640
311-0000-368.10-40 Series 2011 GO Pub Imp	301	0	301
311-0000-368.10-54 Series 2016 GO (Nov 4)	2,180	0	2,180
311-0000-391.01-00 From General Fund	17,820	4,690	22,510
Total:	862,141	4,725	866,866
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	200,000	0	200,000
311-0000-601.90-01 Land	115,200	0	115,200
311-0000-601.90-03 Improvements	546,941	4,725	551,666
Total:	862,141	4,725	866,866

Local Roads (GP2000)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	169,535	(151,381)	18,154
311-0000-368.21-01 Premium From Bond Sale	28,692	(25,619)	3,073
Total:	198,227	(177,000)	21,227

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	21,227	0	21,227
311-0000-601.90-03 Improvements	177,000	(177,000)	0
Total:	198,227	(177,000)	21,227

Main Street Transmission Upgrade (GP2001)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	2,237,700	(359,378)	1,878,322
311-0000-368.10-55 Series 2017A GO Bonds	85,176	(85,176)	0
Total:	2,322,876	(444,554)	1,878,322

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601-9003 Improvements	2,322,876	(444,554)	1,878,322
Total:	2,322,876	(444,554)	1,878,322

Pedestrian Bridge (GP2108)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	0	0	0
311-0000-368.10-66 Series 2019 GO Improvment	64,145	0	64,145
311-0000-368.21-01 Premium From Bond Sale	10,855	0	10,855
311-0000-391.01-00 From General Fund	0	7,000	7,000
Total:	75,000	7,000	82,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.90-03 Improvements	75,000	7,000	82,000
Total:	75,000	7,000	82,000

Main Street Improvements (GP1516)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	0	35,917	35,917
311-0000-337.52-10 FHWA / TN FHWA 80%	5,103,450	9,285,190	14,388,640
311-0000-368.10-46 Series 2013B GO Pub Imp	0	9,863	9,863
311-0000-368.10-47 2014 A GO Bonds	93,361	0	93,361
311-0000-368.10-51 Series 2015 A (OCT) GO PI	398,526	0	398,526
311-0000-368.10-54 Series 2016 GO (Nov 4)	0	602,295	602,295
311-0000-368.10-55 Series 2017 A GO Bonds	779,455	653,211	1,432,666
311-0000-368.10-66 Series 2019 GO Improvment	0	192,321	192,321
311-0000-368.21-00 Premium from Bond Sale	28,060	83,672	111,732
311-0000-391.01-00 From General Fund	0	114,550	114,550
Total:	6,402,852	10,977,019	17,379,871

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	793,527	0	793,527
311-0000-601.40-41 Bond Sale Expense	13,825	0	13,825
311-0000-601.90-01 Land	95,500	0	95,500
311-0000-601.90-03 Improvements	5,500,000	10,977,019	16,477,019
Total:	6,402,852	10,977,019	17,379,871

Transit Center (GP1718)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.20-00 Federal Rev/UMTA Section 9	4,646,400	0	4,646,400
311-0000-332.90-00 Dept. of Transportation	580,800	0	580,800
311-0000-368.10-54 Series 2016 GO (Nov 4)	391,188	0	391,188
311-0000-368.10-55 Series 2017 A GO Bonds	25,300	0	25,300
311-0000-368.21-01 Premium From Bond Sale	29,108	0	29,108
311-0000-391.01-00 From General Fund	218,561	(70,475)	148,086
Total:	5,891,357	(70,475)	5,820,882

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	714,589	0	714,589
311-0000-601.40-41 Bond Sale Expense	3,996	0	3,996
311-0000-601.90-01 Land	517,342	0	517,342
311-0000-601.90-03 Improvements	4,655,430	(70,475)	4,584,955
Total:	5,891,357	(70,475)	5,820,882

Transit Garage (GP1727)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	5,056,907	0	5,056,907
311-0000-368.10-54 Series 2016 GO (Nov 4)	13,530	0	13,530
311-0000-368.10-55 Series 2017 A GO Bonds	588,415	0	588,415
311-0000-368.10-56 GO Bonds Series 2018 A	86,060	0	86,060
311-0000-368.21-01 Premium From Bond Sale	30,332	0	30,332
311-0000-391.01-00 From General Fund	438,121	70,475	508,596
Total:	6,213,365	70,475	6,283,840

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	5,346,907	70,475	5,417,382
311-0000-601.20-23 Arch/Eng/Landscaping	0	226,870	226,870
311-0000-601.40-41 Bond Sale Expense	6,787	0	6,787
311-0000-601.90-03 Improvements	859,671	(226,870)	632,801
Total:	5,413,365	70,475	6,283,840

Public Art (GP1630)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-391.01-00 From General Fund	83,979	(30,000)	53,979
Total:	83,979	(30,000)	53,979

Expenditures:

	\$	\$	\$
311-0000-601.90-06 Purchases \$5,000 & Over	83,979	(30,000)	53,979
Total:	83,979	(30,000)	53,979

Public Art (GP2217)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-391.01-00 From General Fund	0	30,000	30,000
Total:	0	30,000	30,000

Expenditures:

	\$	\$	\$
311-0000-601.90-06 Purchases \$5,000 & Over	0	30,000	30,000
Total:	0	30,000	30,000

PW Radio Replacement (GP2201)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	250,000	(73,028)	176,972
Total:	250,000	(73,028)	176,972

Expenditures:

	\$	\$	\$
311-0000-601.90-04 Equipment	250,000	(73,028)	176,972
Total:	250,000	(73,028)	176,972

Fire Facilities/Capital (GP1804)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.05-00 Miscellaneous/ Land Sales	65,000	0	65,000
311-0000-368.10-51 Series 2015 A (Oct) GO PI	7,819	0	7,819
311-0000-368.10-54 Series 2016 GO (Nov4)	9,328	0	9,328
311-0000-368.10-55 Series 2017 A GO Bonds	411,354	0	411,354
311-0000-368.10-66 Series 2019 GO Improvment	1,099	0	1,099
311-0000-368.21-01 Premium From Bond Sale	18,832	0	18,832
311-0000-391.01-00 From General Fund	245,913	(6,648)	239,265
Total:	759,345	(6,648)	752,697

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	525	0	525
311-0000-601.40-41 Bond Sale Expense	5,594	0	5,594
311-0000-601.90-03 Improvements	338,004	(6,648)	331,356
311-0000-601.90-06 Purchases \$5,000 & Over	415,222	0	415,222
Total:	759,345	(6,648)	752,697

Fire Training Facility (GP2003)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	150,000	73,028	223,028
311-0000-368.10-47 2014 A GO Bonds	132	0	132
311-0000-368.10-51 Series 2015 A (OCT) GO PI	37,076	0	37,076
311-0000-368.10-54 Series 2016 GO (NOV 4)	7,090	0	7,090
311-0000-368.10-66 Series 2019 GO Improvment	894,356	0	894,356
311-0000-368.21-01 Premium From Bond Sale	88,346	0	88,346
311-0000-391.01-00 From General Fund	235	6,648	6,883
Total:	1,177,235	79,676	1,256,911

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	25,000	0	25,000
311-0000-601.40-41 Bond Sale Expense	6,634	0	6,634
311-0000-601.90-03 Improvements	1,145,601	73,092	1,218,693
311-0000-601.90-06 Purchases \$5,000 & Over	0	6,584	6,584
Total:	1,177,235	79,676	1,256,911

Street Lights (GP1809)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	63,369	(37,847)	25,522
311-0000-368.10-55 Series 2017 A GO Bonds	112,320	0	112,320
311-0000-368.10-66 Series 2019 GO Improvment	26,834	0	26,834
311-0000-368.21-01 Premium From Bond Sale	9,979	0	9,979
311-0000-391.01-00 From General Fund	56,062	(56,061)	1
Total:	268,564	(93,908)	174,656

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	1,976	0	1,976
311-0000-601.90-03 Improvements	266,588	(93,908)	172,680
Totals:	268,564	(93,908)	174,656

Signal Cabinet Replacement (GP2018)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	55,000	(6,385)	48,615
Total:	55,000	(6,385)	48,615

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	55,000	(6,385)	48,615
Total:	55,000	(6,385)	48,615

Street Lights & Signals (GP2218)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	0	37,847	37,847
311-0000-391.01-00 From General Fund	0	62,446	62,446
Totals:	0	100,293	100,293

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	0	100,293	100,293
Total:	0	100,293	100,293

AEP Sidewalk Improvements (GP2015)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-364.20-00 From Corporations	108,589	19,171	127,760
311-0000-368.10-66 Series 2019 GO Improvment	30,382	0	30,382
311-0000-368.21-01 Premium From Bond Sale	2,382	0	2,382
311-0000-391.01-00 From General Fund	498,579	0	498,579
Total:	639,932	19,171	659,103

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	288,952	0	288,952
311-0000-601.90-06 Purchases \$5,000 & Over	350,980	19,171	370,151
Total:	639,932	19,171	659,103

Bays Mtn Planetarium Impr (GP1906)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-56 GO Bonds Series 2018 A	816,532	(3,349)	813,183
311-0000-368.10-66 Series 2019 GO Improvment	370,907	0	370,907
311-0000-368.21-01 Premium From Bond Sale	46,619	(125)	46,494
Total:	1,234,058	(3,474)	1,230,584

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	6,067	0	6,067
311-0000-601.90-03 Improvements	1,227,991	(3,474)	1,224,517
Total:	1,234,058	(3,474)	1,230,584

Library Improvements (GP1807)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	297,526	0	297,526
311-0000-368.21-01 Premium From Bond Sale	9,711	0	9,711
311-0000-391.01-00 From General Fund	0	7,368	7,368
Total:	307,237	7,368	314,605

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	2,964	0	2,964
311-0000-601.90-03 Improvements	304,273	7,368	311,641
Total:	307,237	7,368	314,605

Library Improvements (GP1908)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-364.10-00 Individuals	25,525	1,585	27,110
311-0000-364.30-00 From Non-Profit	0	1,535	1,535
311-0000-368.10-54 Series 2016 GO (Nov 4)	17,106	0	17,106
311-0000-368.10-56 GO Bonds Series 2018 A	87,643	3,349	90,992
311-0000-368.21-01 Premium From Bond Sale	3,253	125	3,378
311-0000-391.01-00 From General Fund	57,984	11,875	69,859
Total:	191,511	18,469	209,980

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Premium from Bond Sale	3,153	0	3,153
311-0000-601.90-03 Improvements	188,358	18,469	206,827
Total:	191,511	18,469	209,980

General Projects (GP1750)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	25,000	0	25,000
311-0000-368.10-66 Series 2019 GO Improvment	135,007	0	135,007
311-0000-368.21-01 Premium From Bond Sale	4,158	0	4,158
311-0000-391.01-00 From General Fund	42,354	(12,133)	30,221
Total:	206,519	(12,133)	194,386

Expenditures:

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	26,400	(10,000)	16,400
311-0000-601.20-22 Construction Contracts	19,437	0	19,437
311-0000-601.20-23 Arch/Eng/Landscaping Serv	32,745	(2,132)	30,613
311-0000-601.30-20 Operating Supplies & Tool	5,039	0	5,039
311-0000-601.90-03 Improvements	122,898	(1)	122,897
Total:	206,519	(12,133)	194,386

Parks & Rec ADA Analysis (GP1831)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	28,780	0	28,780
311-0000-391.01-00 From General Fund	0	1,220	1,220
Total:	28,780	1,220	30,000

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	28,780	1,220	30,000
Total:	28,780	1,220	30,000

Model City Coalition (GP1834)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	1,535	(1,535)	0
311-0000-368.10-51 Series 2015 A (Oct) GO PI	6,884	0	6,884
Total:	8,419	(1,535)	6,884

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	0	0	0
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	0	0
311-0000-601.90-03 Improvements	8,419	(1,535)	6,884
Total:	8,419	(1,535)	6,884

Building Code Enforcement (GP2024)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-391.01-00 From General Fund	170,000	3,360	173,360
Total:	170,000	3,360	173,360

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.20-22 Construction Contracts	168,000	3,460	171,460
311-0000-601.20-23 Arch/Eng/Landscaping Serv	2,000	(100)	1,900
Total:	170,000	3,360	173,360

Account Number/Description:**Water Project Fund: 451****Water Pump Station Improvements (WA2009)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-391.05-56 Series 2019 GO Improve	740,000	(540,539)	199,461
Total:	740,000	(540,539)	199,461

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	40,000	(28,919)	11,081
451-0000-605.90-03 Improvements	700,000	(511,620)	188,380
Total:	740,000	(540,539)	199,461

Plant Facility Imp (WA2101)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-45 Series 2016 Go (Nov 4)	31,287	0	31,287
451-0000-391.05-56 Series 2019 GO Improvement	547,175	540,539	1,087,714
451-0000-391.45-00 From Water Fund	600,228	0	600,228
Total:	1,178,690	540,539	1,719,229

Expenditures:

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	100,000	28,919	128,919
451-0000-605.90-03 Improvements	1,078,690	511,620	1,590,310
Total:	1,178,690	540,539	1,719,229

WTP Equipment (WA2010)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-56 Series 2019 GO Improve	80,000	(80,000)	0
Total:	80,000	(80,000)	0

Expenditures:

	\$	\$	\$
451-0000-605.90-04 Equipment	80,000	(80,000)	0
Total:	80,000	(80,000)	0

Maint Facility Imp (WA2103)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.45-00 From Water Fund	211,168	(211,168)	0
Total:	211,168	(211,168)	0

Expenditures:

	\$	\$	\$
451-0000-605.90-03 Improvements	211,168	(211,168)	0
Total:	211,168	(211,168)	0

Water Line Imp (WA2200)**Revenues:**

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	867,000	(100,000)	767,000
Total:	867,000	(100,000)	767,000

Expenditures:

451-0000-605.90-01 Land

451-0000-605.90-21 New Dist Lines

451-0000-605.90-22 Hydrants

451-0000-605.90-23 New Meters

451-0000-605.90-24 Replacement Meters

451-0000-605.90-25 Replacement Dist Lines

	\$	\$	\$
	5,000	0	5,000
	17,700	0	17,700
	50,000	0	50,000
	166,300	0	166,300
	153,900	(100,000)	53,900
	474,100	0	474,100
Total:	867,000	(100,000)	767,000

Equipment Purchases (WA2202)**Revenues:**

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	148,010	(148,010)	0
Total:	148,010	(148,010)	0

Expenditures:

451-0000-605.90-04 Equipment

	\$	\$	\$
	148,010	(148,010)	0
Total:	148,010	(148,010)	0

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

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	100,000	(50,000)	50,000
Total:	100,000	(50,000)	50,000

Expenditures:

451-0000-605.90-03 Improvements

	\$	\$	\$
	100,000	(50,000)	50,000
Total:	100,000	(50,000)	50,000

Master Water Plan Upg (WA2204)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	17,829	(17,829)	0
451-0000-391.05-48 GO Bonds Series 2018 B	49,252	(49,252)	0
451-0000-391.05-56 Series 2019 GO Improve	23,899	(23,899)	0
451-0000-391.05-69 GO Bonds Series 2021	1,500,744	(5,044)	1,495,700
451-0000-391.45-00 From Water Fund	27,808	(27,808)	0
Total:	1,619,532	(123,832)	1,495,700

Expenditures:

	\$	\$	\$
451-0000-605.90-03 Improvements	1,500,744	(5,044)	1,495,700
451-0000-605.90-04 Equipment	118,788	(118,788)	0
Total:	1,619,532	(123,832)	1,495,700

Main St Waterline Replacement (WA1901)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	0	17,829	17,829
451-0000-391.05-48 GO Bonds Series 2018 B	1,100,000	49,252	1,149,252
451-0000-391.05-56 Series 2019 GO Improve	0	103,899	103,899
451-0000-391.05-69 GO Bonds Series 2021	0	5,044	5,044
451-0000-391.45-00 From Water Fund	0	488,976	488,976
Total:	1,100,000	665,000	1,765,000

Expenditures:

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping	0	60,000	60,000
451-0000-605.90-01 Land	2,000	0	2,000
451-0000-605.90-03 Improvements	1,098,000	605,000	1,703,000
Total:	1,100,000	665,000	1,765,000

Pump Station Imp (WA2201)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.45-00 From Water Fund	153,000	48,010	201,010
Total:	153,000	48,010	201,010

Expenditures:

	\$	\$	\$
451-0000-605.90-03 Improvements	153,000	(153,000)	0
451-0000-605.90-19 Pump Stations	0	201,010	201,010
Total:	153,000	48,010	201,010

Account Number/Description:**Sewer Project Fund: 452****Maint Facility Imp (SW1906)****Revenues:**

452-0000-391.42-00 From Sewer Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 23,380	\$ (4,475)	\$ 18,905
Total:	23,380	(4,475)	18,905

Expenditures:

452-0000-606.90-03 Improvements

	\$ 23,380	\$ (4,475)	\$ 18,905
Total:	23,380	(4,475)	18,905

Misc I&I Rehab (SW2000)**Revenues:**

452-0000-391.05-56 Series 2019 GO Improvment

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 250,000	\$ (77,000)	\$ 173,000
Total:	250,000	(77,000)	173,000

Expenditures:

452-0000-606.20-22 Construction Contracts

452-0000-606.20-23 Arch/Eng/Landscaping

452-0000-606.90-03 Construction Contracts

	\$ 70,000	\$ (69,736)	\$ 264
	25,000	(3,845)	21,155
	155,000	(3,419)	151,581
Total:	250,000	(77,000)	173,000

Equipment Purchases (SW2102)**Revenues:**

452-0000-391.42-00 From Sewer Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 150,000	\$ (30,217)	\$ 119,783
Total:	150,000	(30,217)	119,783

Expenditures:

452-0000-606.90-04 Equipment

452-0000-606.90-06 Improvements

	\$ 20,000	\$ (20,000)	\$ 0
	130,000	(10,217)	119,783
Total:	150,000	(30,217)	119,783

Sewer I&I Rehab (SW2203)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	404,642	(404,642)	0
452-0000-606.05-69 GO Bonds Series 2021	3,000,482	(338,883)	2,661,599
452-0000-391.42-00 From Sewer Fund	198,511	0	198,511
Total:	3,603,635	(743,525)	2,860,110
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.90-03 Improvements	3,603,635	(743,525)	2,860,110
Total:	3,603,635	(743,525)	2,860,110

SLS Improvements (SW2204)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	2,300,000	(39,600)	2,260,400
Total:	2,300,000	(39,600)	2,260,400
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-20 Professional/Consultant	40,000	0	40,000
452-0000-601.90-03 Improvements	2,260,000	(39,600)	2,220,400
Total:	2,300,000	(39,600)	2,260,400

Main St Sewer Line Replac (SW1901)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	0	404,642	404,642
452-0000-391.05-48 GO Bonds Series 2018 B	400,551	0	400,551
452-0000-391.05-56 Series 2019 GO Improvment	0	7,183	7,183
452-0000-391.05-69 GO Bonds Series 2021	0	378,483	378,483
452-0000-391.42-00 From Sewer Fund	0	34,692	34,692
Total:	400,551	825,000	1,225,551
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping	100,000	60,000	160,000
452-0000-601.90-03 Improvements	300,551	765,000	1,065,551
Total:	400,551	825,000	1,225,551

System Improvements SLS (SW2005)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-40 2015 A (OCT) GP PUB IMP	310,429	0	310,429
452-0000-391.05-45 Series 2016 GO (Nov 4)	23,812	0	23,812
452-0000-391.05-47 Series 2017 B GO Bonds	706,000	0	706,000
452-0000-391.05-56 Series 2019 GO Improvment	444,800	39,600	484,400
452-0000-391.42-00 From Sewer Fund	102,000	0	102,000
Total:	1,587,041	39,600	1,626,641

Expenditures:

	\$	\$	\$
452-0000-606.20-22 Construction Contracts	1,385,245	0	1,385,245
452-0000-606.20-23 Arch/Eng/Landscaping Serv	122,150	39,600	161,750
452-0000-606.90-01 Land	2,686	0	2,686
452-0000-606.90-03 Improvements	76,960	0	76,960
Total:	1,587,041	39,600	1,626,641

WWTP Digester Cleaning (SW2010)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	0	30,217	30,217
452-0000-391.42-00 From Sewer Fund	150,000	0	150,000
Total:	150,000	30,217	180,217

Expenditures:

	\$	\$	\$
452-0000-606.20-22 Construction Contracts	150,000	30,217	180,217
Total:	150,000	30,217	180,217

Account Number/Description:**Stormwater Project Fund:457****Reservoir Rd Storm Upgrades (ST2108)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	157,147	(147,147)	10,000
Total:	157,147	(147,147)	10,000

Expenditures:

	\$	\$	\$
457-0000-622.90-01 Land	10,000	0	10,000
457-0000-622.90-03 Improvements	147,147	(147,147)	0
Total:	157,147	(147,147)	10,000

Main Street (ST2200)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
457-0000-331.95-00 American Rescue Plan Act	\$ 150,000	\$ (150,000)	\$ 0
Total:	150,000	(150,000)	0

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
457-0000-622.20-22 Construction Contracts	\$ 150,000	\$ (150,000)	\$ 0
Total:	150,000	(150,000)	0

Rosehaven Ct Storm Upgrades (ST2109)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
457-0000-391.95-00 Storm Water Fund	\$ 250,000	\$ 58,647	\$ 308,647
Total:	250,000	58,647	308,647

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
457-0000-622.20-23 Arch/Eng/Landscaping	\$ 0	\$ 58,647	\$ 58,647
457-0000-622.90-03 Improvements	250,000	0	250,000
Total:	250,000	58,647	308,647

Main St Storm Upgrades (ST2110)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
457-0000-331.95-00 American Rescue Plan Act	\$ 0	\$ 150,000	\$ 150,000
457-0000-391.95-00 Storm Water Fund	400,000	88,500	488,500
Total:	400,000	238,500	638,500

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
457-0000-622.20-23 Arch/Eng/Landscaping	\$ 0	\$ 60,000	\$ 60,000
457-0000-622.90-03 Improvements	400,000	178,500	578,500
Total:	400,000	238,500	638,500

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

A Resolution to Amend the Fee Resolution for FY 2023 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-118-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Angie Marshall
 Presentation By: C. McCartt

Recommendation:

Approve resolution.

Executive Summary:

This proposed resolution incorporates revisions based on changes made to **Chapter 54 – Library, Chapter 66 – Parks and Recreation Chapter, 86 – Solid Waste and Chapter 102 – Utilities**. The attached spreadsheet and word document highlight the amended language and fees. Chapter 26 was completely restructured and the changes are reflected in a separate word document. Staff recommends the BMA formally approve this resolution to set FY23 fees and charges accordingly.

Attachments:

1. Fee Resolution
2. Fee Resolution with changes only
3. Summary of changes Chapter 102 addendum

Funding source appropriate and funds are available: *pm*

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

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

RESOLUTION NO. 2022-

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. 2022- June 21, 2022

Effective July 1, 2022, 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.....varies
- 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 except those noted below \$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
 - 4. Payment transactions made via internet for Leisure Services Activities.....\$0.00
 - 5. Payment transactions made vis internet or Interactive Voice Response (IVR) systems for Red Light Camera Citations.....\$0.00
 - 6. Payment transactions made via onsite Kiosk for utilities or miscellaneous receivables.....\$0.00
- F. Property Taxes Paid with Credit and Debit Card Transactions, including real or personal– internet, kiosk, or face to face:
 - 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 & 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 of job cost
	(c)	Fee for sprinkler/fire suppression systems...	\$20.00 + \$5.00 per \$1,000 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 & 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, 1st 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 or Digital Access Pack	
	(a) Hotspot or Digital Access Pack Checkout, 7 days.....	\$10.00
	(b) Hotspot or Digital Access Pack Overdue, per day.....	\$5.00
	(c) Hotspot or Digital Access Pack Maximum Overdue Fee	\$25.00
	(d) Hotspot or Digital Access Pack returned anywhere but to Library Staff ...	\$25.00
	(e) Lost Hotspot USB Cable.....	\$10.00
	(f) Lost Hotspot or Digital Access Pack Charger	\$10.00
	(g) Lost Hotspot Carrying Case.....	\$5.00
	(h) Lost Hotspot	\$50.00
	(i) Lost Digital Access Pack.....	Replacement Cost
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

*The City Manager or his designee has the authority to adjust any of the fees in Chapter 66- Parks and Recreation.

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/Showers (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/Showers (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).....\$20.00
 - (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/Members Free Passes
 - (6) Day Camp.....\$75 Weekly & Family Membership Pass
 - (7) Additional Day Camp Child.....\$65 Weekly

- (8) Special Nature Programs*\$10.00-\$40.00
 *Dependent upon program may not provide member discount
 - (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).....\$5.00
- 4. Facilities rental
 NOTE: 50% of rental fee due at time of reservation. Deposit will count towards total fee . Deposit is not refundable if not canceled a week prior to reservation date.
 * At the discretion of 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.
 - (a) Building/Rooms (per hour-2 hour minimum)
 - (1) Classroom (maximum of 80 people).....\$35.00
 - (2) Farmstead (maximum of 100 people).....\$100.00
 - (3) Nature Center (maximum of 150 people).....\$200.00
 - (4) 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.

- (5) Amphitheater (after hours) (maximum of 300 people). \$20.00
 - (6) Cabin/meeting room (maximum of 25 people).....\$50.00
 - (b) Other Facilities Rental
 - (1) Overnight camping, per group/per night (max 15 people).....\$50.00
 - (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
- 7. Annual Memberships
 - (a) Individual Membership.....\$30.00
 - (b) Family Membership.....\$50.00
 - (c) Supporting Membership.....\$100.00
- 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*).....\$300.00
 - (b) Full Day: Monday–Sunday, 8AM–12 Midnight, per day
(*over 8 hours will be considered a full day rental*).....\$500.00
 - (1) Prep/Take Down in addition to a full day.....\$100.00
 - (c) Facility charges for Events lasting beyond the designated time block
(all facilities and grounds) per hour.....\$85.00
 - (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.....\$325.00/hr
 - (2) 101-250 people.....\$400.00/hr
 - (3) 251-400 / Commercial\$500.00/hr
- (c) Outdoor Facility (minimum of 2 hrs)
 - (1) 1-100 people.....\$450.00/hr
 - (2) 101-250 people.....\$550.00/hr
 - (3) 251-400 / Commercial.....\$650.00/hr
- (d) Outdoor Lap Pool (minimum of 2 hrs)
 - (1) 1-100 people\$175.00/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....\$1,500.00
 - (2) Half day (5 hours or less)\$1,000.00
 - (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) Adaptive Swim Lessons (8 x 30 minute lessons)
 - (1) KAC Member.....\$60.00
 - (2) YMCA Member.....\$100.00
 - (3) Non-member.....\$120.00
 - (b) Group (8 classes w/ sibling discount of \$5/additional child)
 - (4) KAC Member.....\$40.00/session
 - (5) YMCA Member.....\$70.00/session
 - (6) Non-member.....\$80.00/session
 - (c) Private (1 x 30 minute class or 6 x 30 minute classes)
 - (1) KAC Member.....\$30.00/ \$140.00
 - (2) YMCA Member.....\$40.00/ \$170.00
 - (3) Non-Member.....\$45.00/ \$200.00
 - (d) Semiprivate (6 x 30 minute classes for 2 students)
 - (1) KAC Member..... \$170.00
 - (2) YMCA Member..... \$200.00
 - (3) Non-Member\$220.00
 - (e) Group Swim Lessons Weekend (4 lessons discount of \$2 for each add'l child)
 - (1) KAC Member..... \$20.00
 - (2) YMCA Member..... \$45.00
 - (3) Non-Member\$55.00
 - (f) Additional Fee after registration deadline.....\$10.00
- 7. Water Exercise Classes (60 minutes in length)
 - (a) Single Class
 - (1) KAC Member.....\$2.00
 - (2) YMCA Member.....\$6.00
 - (3) Non-Member..... \$8.00
 - (4) Kingsport Senior Center Member\$5.00
 - (b) Monthly Pass (unlimited exercise classes during month)
 - (1) KAC Member.....\$10.00
 - (2) YMCA Member.....\$50.00
 - (3) Non-Member.....\$55.00
 - (4) Kingsport Senior Center Member\$40.00
- 8. Masters Swim Team
 - (a) KAC Member (monthly).....\$25.00
 - (b) YMCA Member (monthly).....\$35.00
 - (c) Non-member (monthly)\$45.00
 - (d) KAC Member (Quarterly).....\$75.00
 - (e) YMCA Member (Quarterly).....\$95.00
 - (f) Non-Member (Quarterly)\$125.00

9. Summer League Swim Team
 - (a) KAC Member\$125.00
 - (b) YMCA Member\$150.00
 - (c) Non-Member\$175.00
10. Training Courses (instructional courses for certification)
 - (a) Lifeguard Training
 - (1) Fees will be waived if participant chooses to work for KAC.
 - (2) KAC/YMCA Member.....\$200.00
 - (3) Non-member.....\$225.00
 - (b) Water Safety Instructor
 - (1) KAC/YMCA Member.....\$200.00
 - (2) Non-member.....\$225.00
 - (c) Certified Pool Operator
 - (1) KAC/YMCA Member \$275.00
 - (2) Non-member \$325.00
 - (d) Instructional classes lasting less than 5 hours
 - (1) KAC/YMCA 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).....\$225.00
 - (b) Package B (includes Package A plus ¼ sheet cake/drinks/15 party favor bags).\$285.00
 - (c) Package C (includes Package B plus 2 Large 1 topping pizzas).....\$315.00
 - (d) Additional guests over the first 15 will be charged the group rate of \$4.00/person
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 Economic Development Board |
| ▪ Kingsport Girls Incorporated | ▪ Downtown Kingsport Association |
| ▪ Kingsport Chamber of Commerce | ▪ Kingsport Housing Authority |
| ▪ Kingsport City Schools | ▪ 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 pickupFree
10. Carpet, per pickup\$25.00
11. Discarded furniture, per pickupFree
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)..... \$35.00
 - (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\$225.00
- 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

All rates and fees set out in Chapter 102 shall be effective for billing on or after July 1, 2022.

Water Usage Rates and Fees

A. Unmetered Non-commercial Customers – Monthly Rate.....\$22.06

B. Water Usage Rates

1. Base charge per month, by meter size (includes 1,500 gallons)

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch	\$8.80	\$17.27
1 inch	\$15.67	\$37.35
1 ½ inch	\$29.40	\$66.49
2 inch	\$50.00	\$110.19
3 inch	\$130.17	\$301.78
4 inch	\$276.45	\$689.97
6 inch	\$578.85	\$1,441.43
8 inch	\$799.98	\$1,972.14
10 inch	\$1,344.30	\$3,278.51
12 inch	\$2,334.66	\$5,655.37

2. Usage Rate Schedule (Rate Per Thousand Gallons)

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
1,500–70,000 gallons	\$3.38	\$6.76
Over 70,000 gallons	\$2.14	\$4.28

C. Private Fire Service Connection (Monthly Charge plus Usage Rates Found in Section B.2.)

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
4 inch and below	\$15.00	\$31.00
6 inch	\$20.00	\$42.00
8 inch	\$30.00	\$62.00
10 inch	\$40.00	\$82.00
12 inch	\$60.00	\$142.00

D. Tapping Fees (New Meter, Meter Relocation, Fire Service, Fire Service Relocation)

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch	\$635	\$1,100
1 inch	\$865	\$1,370
1 ½ inch	\$1,035	\$1,670
2 inch	\$1,240	\$2,030
3 inch	\$3,700	\$4,900
4 inch	\$4,000	\$5,400
6 inch	\$6,900	\$9,000
8 inch	\$8,700	\$11,000
10 inch	\$12,100	\$14,900

NOTE: Tapping Fees included above for meters 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.

E. 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

F. Temporary Connection of 2 inch Meter to Fire Hydrant

1. Inside City\$200.00
2. Outside City\$250.00

G. Disconnection or Reconnection of Service

1. Reconnection / Non-Payment Fee

- (a) Kingsport Water Customers (Before 5 PM on Work Days)\$25.00
- (b) Kingsport Water Customers (After 5 PM, Weekends, Holidays) . \$50.00
- (c) Bloomingdale Utility District (BUD) Water Customers..... BUD Current Rate

2. Meter Removal or Locking Fee\$50.00
 3. Obstruction Removal Fee.....\$50.00
 - H. Service Call Charges

	<u>Inside City</u>	<u>Outside City</u>
1. Raise/Lower Water Meter at Request of User	\$70.00	\$95.00
2. Leak Detection/Line Locating 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
 - I. Fire Hydrants
 1. Fire Hydrant Installation or Relocation Fee.....\$3,500.00
 2. Fire Hydrant Flow Test Fee.....\$50.00
 - J. Water Line Extension
 1. Cost Estimate Fee (Refundable Only if Extension is Paid)\$50.00
 2. Extension Cost (Per Linear Foot of Pipe)

<u>Size</u>	
2 inch PVC	\$7.00
4 inch PVC	\$10.00
6 inch Ductile Iron.....	\$30.00
8 inch Ductile Iron.....	\$40.00
- NOTE:** Additional fees shall be charged for fire hydrant installations on 6 and 8 inch Ductile Iron extensions at rate in Section J.

Sewer Usage Rates and Fees

- K. Sewer Usage Rates
 1. Base charge per month (includes 1,500 gallons)

(a) Inside City	\$15.33
(b) Outside City	\$23.05
 2. Class I Usage Rates (Rate Per Thousand Gallons)

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
All Usage over 1,500 gallons	\$9.91	\$14.86
 3. Class II Surcharge Fees

(a) BOD per lb	\$0.204
(b) TSS per lb	\$0.102
 4. 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 Utilities Director as receiving septic tank pumping and waste hauling services provided by the City shall be subject to sewer user rates for Class I customers as set out above. Tap fee applicable to property served shall be paid before such service begins.
 5. Sewer Usage Cap for All Residential Customers
 - (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.

L. Tapping Fees (New Service, Tap Relocation, or Additional Tap)

1. Residences, single-family, cluster homes, condominiums, townhouses, duplexes, row houses, etc. per living unit (existing structures and new construction)
 - (a) Inside City\$1,950.00
 - (b) Outside City\$2,250.00
 - (c) Additional Units on Same Tap\$200.00
2. Multi-family complexes, hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks, etc. (existing structures and new construction)
 - (a) First Unit / Room
 1. Inside City\$1,950.00
 2. Outside City\$2,925.00
 - (b) Additional Units on Same Tap
 3. Inside City\$200.00
 4. Outside City\$300.00
3. Car wash (existing structures and new construction)
 - (a) First Bay
 1. Inside City\$1,950.00
 2. Outside City\$2,925.00
 - (b) Each Additional Bay
 3. Inside City\$500.00
 4. Outside City\$750.00
4. Large and small commercial users, factories, and shopping centers (existing structures and new construction)
 - (a) First 10,000 square feet (or additional lateral)
 1. Inside City\$1,950.00
 2. Outside City\$2,925.00
 - (b) Each additional 10,000 square feet
 3. Inside City\$300.00
 4. Outside City\$450.00
5. Low Pressure Tap Fees (Residential Lift Station)
 - (a) New Structures
 1. Inside City\$5,000.00
 2. Outside City\$5,300.00
 - (b) Existing Structures
 3. Inside City\$1,950.00
 4. Outside City\$5,300.00
6. Sewer Connection Fee
 Charged to developer when City crews tap or connect developer installed collector lines to existing City trunklines\$1,500.00

M. Financing of Sewer Tapping Fees

1. 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.
2. 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.
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. 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:

- (a) Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)
- (b) 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.

5. Financing shall not be available to owners of the following class of property:

- (a) New residences located in subdivisions in which sewer mains and laterals have been installed by developers
 6. 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.
- N. 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.

- O. Wastewater Discharge Permit Fees
1. Non-domestic permit application
 - (a) Original Application\$50.00
 - (b) Renewal Application\$25.00

NOTE: 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.
 2. Non-domestic permits (annual fee)
 - (a) Inside City.....\$200.00

NOTE: Permits are issued for annual periods not to exceed a 5-year time limit. Fees are based on an annual rate.
 3. Permit Transfer Fee\$100.00
- P. Wastewater Appeals Board Fee.....\$250.00
- Q. Water Utility Monitoring, Inspection, and Surveillance, and Construction Fees
1. Lateral Inspection
 - (a) Inside City (per foot).....\$2.00
 - (b) Outside City (per foot).....\$3.00
 - (c) Minimum Charge.....\$50.00
 2. Lateral Location Fee
 - (a) Inside City.....\$150.00
 - (b) Outside City\$200.00
 3. Dye/Smoke Test, Odor Investigation, Pretreatment Inspection
 - (a) Inside City.....\$50.00
 - (b) Outside City\$75.00
 4. Sample Collection / Composite
 - (a) City provides equipment\$50.00
 - (b) Industry provides equipment\$30.00
 5. Sample Collection / Grab\$50.00
 6. Flow Monitoring (per day).....\$50.00
 7. 5-Day BOD.....\$25.00
 8. Total Coliform / E-Coli\$35.00
 9. Total Suspended Solids\$15.00
 10. Dissolved Oxygen\$10.00
 11. Ammonia.....\$20.00
 12. pH.....\$10.00
 13. Temperature\$10.00
 14. Oil and Grease.....\$50.00
 15. Lateral Cleaning
 - (a) Inside City.....\$100.00
 - (b) Outside City\$150.00
 16. Relocation of Residential Pump
 - (a) Inside City.....\$3,000.00
 - (b) Outside City\$4,500.00
 17. Manhole Adjustment Fee (per foot adjusted).....\$200.00
- R. Waste Hauler Permit Fee (annual).....\$50.00
- S. Hauled Waste Disposal
1. Domestic (per load up to 2,000 gallons)\$100.00
 2. Non-domestic (per 1,000 gallons)
 - (a) Inside City.....\$150.00
 - (b) Outside City (In 201 Area).....\$250.00
 - (c) Outside City (Outside 201 Area).....\$400.00

T.	<u>Application Exception</u> (One Per Year, Not to Exceed 180 Days).....	\$500.00
	(Temporary Exception to Wastewater Discharge Restrictions)	
U.	<u>UST Discharge Permit Fee</u> (per tank)	\$100.00
V.	<u>Groundwater Discharge Permit Fee</u> (annual fee, per location).....	\$250.00

Stormwater Rates and Fees

W.	Stormwater Rates		
		<u>% SFU</u>	<u>Monthly User Rate</u>
	<u>Single Family Residential Property</u>		
	Tier (based on impervious surface)		
	1 – 0 to 1,912 sq ft.....	70	\$2.45
	2 – 1,913 to 6,269 sq ft.....	100	\$3.50
	3 – 6,270 sq ft and above	140	\$4.90
	<u>Non Single Family Residential</u>		
	Duplexes, Townhomes, Apartments, Condominiums, Mobile Homes, etc.		
	Per Each Dwelling Unit.....	60	\$2.10
	<u>Other Developed Property</u>		
	Commercial, Industrial, Institutional, Churches, Recreational, Parking Lots, etc.		
	Varies	\$3.50 per SFU
		Minimum Fee \$3.50
X.	Rate Details		
	1. The terms used in this subsection shall have the same meaning ascribed to such terms in Ordinance No. 6146, establishing the stormwater utility		
	2. The single-family unit (SFU) is hereby established as 3,794 square feet of impervious surface area. The base rate for stormwater user fees is \$3.50 per month per SFU		
	3. For the other developed property classification in the chart above, the number of SFU is determined by dividing the total square footage of impervious surface area of the property by the SFU, rounded to the nearest tenth. The minimum value shall not be less than one SFU.		

Payment Processing Posting Priority

- Y. 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.....	Line Extension Estimate
22.....	Utility Deposit
23.....	Finance Department Adjustment
30.....	Stormwater Penalty
31.....	Stormwater Fees
40.....	Residential Garbage – Back Door

- 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
 - Z. Bulk sale of Residential Water and Sewer Taps
 - 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 City40% Discount
- NOTE:** Taps must be purchased as a bundle and assigned to an existing address.
If the account is not activated within one year, minimum usage rates will begin one year from the date of purchase.

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 21st of June, 2022.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

Chapter 54 – Library

A. Library User Fees

10.	Hotspot or Digital Access Pack	
(a)	Hotspot or Digital Access Pack Checkout, 7 days	\$10.00
(b)	Hotspot or Digital Access Pack Overdue, per day	\$5.00
(c)	Hotspot or Digital Access Pack Maximum Overdue Fee	\$25.00
(d)	Charge if Hotspot or Digital Access Pack returned anywhere but to Library Staff	\$25.00
(e)	Lost Hotspot USB Cable	\$10.00
(f)	Lost Hotspot or Digital Access Pack Charger	\$10.00
(g)	Lost Hotspot Carrying Case	\$5.00
(h)	Lost Hotspot	\$50.00
(i)	Lost Digital Access Pack.....	Replacement Cost

Chapter 66 – Parks and Recreation

G. Athletics

11.	Athletic Field Rental and Equipment	
(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)	\$20.00
(4)	Tournament Rental Application Fee (per facility)	\$50.00

(Old Fee: \$12-\$15).....

J. Bays Mountain Park

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/Members	Free Passes
(6)	Day Camp	\$75 Weekly & Family Membership Pass
(7)	Additional Day Camp Child	\$65 Weekly
(8)	Special Nature Programs*	\$10.00-\$40.00
	*Dependent upon program may not provide member discount	
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 <i>Includes Low Course or Hawks Nest, Icebreaker games and Zipline</i>
	(e)	Team Building – Full Day (minimum of 8 people, maximum of 24 people) (weight limit 275 lbs.).....	\$60.00 per person <i>Includes Low Course or Hawks Nest, Icebreaker games and Zipline</i>
	(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).....	\$5.00
(Old Fee: FREE)			
(Fees deleted).....	(j)	Twilight Barge Ride.....	\$5.00 per person
		Twilight Barge Ride (Association Members).....	FREE

4. Facilities rental

(Language added) NOTE: 50% of rental fee due at time of reservation. Deposit will count towards total fee. Deposit is not refundable if not canceled a week prior to reservation date.

*** At the discretion of 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.**

	(a)	Building/Rooms (per hour-2 hour minimum)	
(Fee deleted).....	(1)	Library (maximum of 15 people).....	\$20.00
	(1)	Classroom (maximum of 80 people).....	\$35.00
	(2)	Farmstead (maximum of 100 people).....	\$100.00
	(3)	Nature Center (maximum of 150 people)	\$200.00
	(4)	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
		<i>Includes use of up to 80 chairs, tables, & parking for guests.</i>	
	(5)	Amphitheater (after hours) (maximum of 300 people).	\$20.00
	(6)	Cabin/meeting room (maximum of 25 people).....	\$50.00
	(b)	Other Facilities Rental	
(Old Fee: \$30).....	(1)	Overnight camping, per group/per night (max 15 people).....	\$50.00
	(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

M. Kingsport Farmers Market

1. Pavilion Rental

(Old Fee: \$250).....	(a) Half Day: Monday–Sunday, 8AM–12 Midnight (up to 8 hours will be considered a half day rental).....	\$300.00
(Old Fee: \$450).....	(b) Full Day: Monday–Sunday, 8AM–12 Midnight, per day (over 8 hours will be considered a full day rental).....	\$500.00
(Old Fee: \$80).....	(1) Prep/Take Down in addition to a full day.....	\$100.00
(Old Fee: \$75).....	(c) Facility charges for Events lasting beyond the designated time block (all facilities and grounds) per hour.....	\$85.00
	(d) Deposit w/confirmed reservation (applicable to total amount due).....	\$100.00

O. Kingsport Aquatic Center Events/Facilities

5. Rentals

	(a) Room (includes tables and chairs).....	\$40.00/hr
(Old Fee: \$250).....	(b) Indoor Facility (minimum of 2 hrs)	
(Old Fee: \$350).....	(1) 1-100 people.....	\$325.00/hr
(Old Fee: \$450).....	(2) 101-250 people.....	\$400.00/hr
	(3) 251-400 / Commercial	\$500.00/hr
(Old Fee: \$350).....	(c) Outdoor Facility (minimum of 2 hrs)	
(Old Fee: \$450).....	(1) 1-100 people.....	\$450.00/hr
(Old Fee: \$550).....	(2) 101-250 people.....	\$550.00/hr
	(3) 251-400 / Commercial.....	\$650.00/hr
(Old Fee: \$150).....	(d) Outdoor Lap Pool (minimum of 2 hrs)	
	(1) 1-100 people	\$175.00/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
(Old Fee: \$1000).....	(f) Swim Meet	
(Old Fee: \$600).....	(1) Full day (up to 12 hrs; add'l charge of \$100.00/hr after 12 hrs).....	\$1,500.00
	(2) Half day (5 hours or less)	\$1000.00
	(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

(Section added).....	(a) Adaptive Swim Lessons (8 x 30 minutes lessons)	
(Fee added).....	(1) KAC Member.....	\$60.00
(Fee added).....	(2) YMCA Member.....	\$100.00
(Fee added).....	(3) Non-member.....	\$120.00
	(b) Group (8 classes w/ sibling discount of \$5/additional child)	
(Fee deleted)	(1) Member.....	\$50.00/session
(Fee added).....	(1) KAC Member.....	\$40.00/session

(Fee added).....	(2) YMCA Member.....	\$70.00/session
(Old Fee: \$60).....	(3) Non-Member.....	\$80.00/session
(c) Private (1 x 30 minute class or 6 x 30 minute classes)		
(Lang. added/Old Fee: \$25)...	(1) KAC Member.....	\$30.00/ \$140.00
(Fee added).....	(2) YMCA Member.....	\$40.00/ \$170.00
(Fees changed from \$35/\$160)	(3) Non-Member.....	\$45.00/ \$200.00
(d) Semiprivate (6 x 30 minute classes for 2 students)		
(Language added).....	(1) KAC Member.....	\$170.00
(Fee added).....	(2) YMCA Member	\$200.00
(Old Fee: \$185).....	(3) Non-Member	\$220.00
(Section D added)...	(e) Group Swim Lessons Weekend (4 lessons discount of \$2 for each add'l child)	
	(1) KAC Member.....	\$20.00
	(2) YMCA Member	\$45.00
	(3) Non-Member	\$55.00
(Fee added).....	(f) Additional Fee after registration deadline.....	\$10.00

7. Water Exercise Classes (60 minutes in length)

(a) Single Class		
(Fee added).....	(1) KAC Member.....	\$2.00
(Language added).....	(2) YMCA Member.....	\$6.00
	(3) Non-Member.....	\$8.00
	(4) Kingsport Senior Center Member	\$5.00
(b) Monthly Pass (unlimited exercise classes during month)		
(Fee added).....	(1) KAC Member.....	\$10.00
(Language added).....	(2) YMCA Member.....	\$50.00
	(3) Non-Member.....	\$55.00
	(4) Kingsport Senior Center Member	\$40.00

8. Masters Swim Team

(Language added)...	(a) KAC Member (monthly)	\$25.00
(Fee added).....	(b) YMCA Member (monthly)	\$35.00
(Old Fee: \$30).....	(c) Non-member (monthly)	\$45.00
(Language added)...	(d) KAC Member (Quarterly).....	\$75.00
(Fee added).....	(e) YMCA Member (Quarterly)	\$95.00
(Old Fee: \$90).....	(f) Non-Member (Quarterly).....	\$125.00

9. Summer League Swim Team

(Language added)...	(a) KAC Member.....	\$125.00
(Fee added).....	(b) YMCA Member	\$150.00
	(c) Non-Member.....	\$175.00

10. Training Courses (instructional courses for certification)

(a) Lifeguard Training		
(Language added).....	(1) Fees will be waived if participant chooses to work for KAC	
(Language added).....	(2) KAC/YMCA Member.....	\$200.00
	(3) Non-member.....	\$225.00
(b) Water Safety Instructor		
(Language added).....	(1) KAC/YMCA Member.....	\$200.00
	(2) Non-member.....	\$225.00
(c) Certified Pool Operator		

(Language added).....(1) KAC/YMCA Member	\$275.00
(2) Non-member	\$325.00
(d) Instructional classes lasting less than 5 hours	
(Language added)..... (1) KAC/YMCA Member.....	\$25.00
(2) Non-member.....	\$30.00

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.)

(Old Fee: \$200)... (a) Package A (basic package).....	\$225.00
(Old Fee: \$260)... (b) Package B(includes Package A plus ¼ sheet cake/drinks/15 party favor bags)....	\$285.00
(Old Fee: \$285)... (c) Package C (includes Package B plus 2 Large 1 topping pizzas).....	\$315.00
(Fee added) ... (d) Additional guests over the first 15 will be charged the group rate of \$4.00/person	

Chapter 86 - Solid Waste

A. Removal of Garbage, Trash and Recycling

13. Roll Off Containers

(Old Fee: \$37.28).... (a) A tipping fee per ton (Sullivan County rates).....	\$35.00
(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\$225.00

(Old Fee:\$200).....

Chapter 102 - Utilities

See additional addendum document for this chapter as it was restructured in its entirety

This document denotes proposed changes to the FY 23 Fee Resolution (Chapter 102). The table below attempts to list the various changes in the resolution. Areas that have been added or changed are highlighted.

Section	Revision	Reason
	Added comment "All rates and fees....effective....July, 1, 2022" at start of chapter that was repeated several times throughout chapter.	Clarity
B, C, D, & K	Revised order and layout of rate structure and fees	Clarity
D	Revised note concerning additional charges for large tap fees	Clarity
G	Revised wording	Clarity
I	Increased Fire Hydrant fees	recoup actual costs for materials
I	Added Hydrant Flow Test Fee	Recoup actual costs for testing
L	Increased Sewer Connection Fee	recoup actual costs for service
O	Deleted outside city rates for permit application fees	clarity, small revenue effect
S	Increased hauled domestic waste disposal fees	recoup actual costs
W & X	Revised layout	clarity

Chapter 102 – Utilities

All rates and fees set out in Chapter 102 shall be effective for billing on or after July 1, 2022

Water Usage Rates and Fees

- A. Unmetered Non-commercial Customers – Monthly Rate.....\$22.06
 B. Water Usage Rates

1. Base charge per month, by meter size (includes 1,500 gallons)

Size	Inside City	Outside City
5/8 inch.....	\$8.80.....	\$17.27
1 inch.....	\$15.67.....	\$37.35
1 ½ inch.....	\$29.40.....	\$66.49
2 inch.....	\$50.00.....	\$110.19
3 inch.....	\$130.17.....	\$301.78
4 inch.....	\$276.45.....	\$689.97
6 inch.....	\$578.85.....	\$1,441.43
8 inch.....	\$799.98.....	\$1,972.14

10 inch.....	\$1,344.30.....	\$3,278.51
12 inch.....	\$2,334.66.....	\$5,655.37

2. Usage Rate Schedule (Rate Per Thousand Gallons)

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
1,500 – 70,000 gallons.....	\$3.38	\$6.76
Over 70,000 gallons.....	\$2.14	\$4.28

C. Private Fire Service Connection (Monthly Charge plus Usage Rates Found in Section B.2.)

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
4 inch and below.....	\$15.00.....	\$31.00
6 inch.....	\$20.00.....	\$42.00
8 inch.....	\$30.00.....	\$62.00
10 inch.....	\$40.00.....	\$82.00
12 inch.....	\$60.00.....	\$142.00

D. Tapping Fees (New Meter, Meter Relocation, Fire Service, Fire Service Relocation)

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch.....	\$635.....	\$1,100
1 inch.....	\$865.....	\$1,370
1 ½ inch.....	\$1,035.....	\$1,670
2 inch.....	\$1,240.....	\$2,030
3 inch.....	\$3,700.....	\$4,900
4 inch.....	\$4,000.....	\$5,400
6 inch.....	\$6,900.....	\$9,000
8 inch.....	\$8,700.....	\$11,000
10 inch.....	\$12,100.....	\$14,900

NOTE: Tapping Fees included above for meters 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.

E. 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

F. Temporary Connection of 2 inch Meter to Fire Hydrant

1. Inside City..... \$200.00
2. Outside City..... \$250.00

G. Disconnection or Reconnection of Service

1. Reconnection / Non-Payment Fee
 - (a) City-Kingsport Water Customers (Before 5 PM on Work Days)..... \$25.00
 - (b) City-Kingsport Water Customers (After 5 PM, Weekends, Holidays) \$50.00
 - (c) Bloomingdale Utility District (BUD) Water Customers BUD Current Rate
2. Meter Removal or Locking Fee \$50.00
3. Obstruction Removal Fee..... \$50.00

H. Service Call Charges

- | | Inside City | Outside City |
|---|-------------|--------------|
| 1. Raise / Lower Water Meter at Request of User..... | \$70.00 | \$95.00 |
| 2. Leak Detection / Line Locating 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 |

I. Fire Hydrants

1. Fire Hydrant Installation or Relocation Fee ~~\$2,500.00~~ \$3,500.00
2. Fire Hydrant Flow Test Fee \$50.00

J. Water Line Extension

1. Cost Estimate Fee (Refundable Only if Extension is Paid)..... \$50.00
2. Extension Cost (Per Linear Foot of Pipe)

Size	
2 inch PVC.....	\$7.00
4 inch PVC.....	\$10.00
6 inch Ductile Iron.....	\$30.00
8 inch Ductile Iron.....	\$40.00

NOTE: Additional fees shall be charged for fire hydrant installations on 6 and 8 inch Ductile Iron extensions at rate in Section J.

Sewer Usage Rates and Fees

K. Sewer Usage Rates

1. Base charge per month (includes 1,500 gallons)

(a) Inside City.....	\$15.33
(b) Outside City	\$23.05

2. Class I Usage Rates (Rate Per Thousand Gallons)

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
All Usage over 1,500 gallons	\$9.91.....	\$14.86

3. Class II Surcharge Fees

(a) BOD per lb.....	\$0.204
(b) TSS per lb	\$0.102

4. 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 Utilities Director as receiving septic tank pumping and waste hauling services provided by the City shall be subject to sewer user rates for Class I customers as set out above. Tap fee applicable to property served shall be paid before such service begins.

5. Sewer Usage Cap for All Residential Customers

- (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.

L. Tapping Fees (New Service, Tap Relocation, or Additional Tap)

1. Residences, single-family, cluster homes, condominiums, townhouses, duplexes, row houses, etc. per living unit (existing structures and new construction)
 - (a) Inside City.....\$1,950.00
 - (b) Outside City.....\$2,250.00
 - (c) Additional Units on Same Tap\$200.00
2. Multi-family complexes, hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks, etc. (existing structures and new construction)
 - (a) First Unit / Room
 1. Inside City.....\$1,950.00
 2. Outside City.....\$2,925.00
 - (b) Additional Units on Same Tap
 1. Inside City.....\$200.00
 2. Outside City.....\$300.00
3. Car wash (existing structures and new construction)
 - (a) First Bay
 1. Inside City.....\$1,950.00
 2. Outside City.....\$2,925.00
 - (b) Each Additional Bay
 1. Inside City.....\$500.00
 2. Outside City.....\$750.00
4. Large and small commercial users, factories, and shopping centers (existing structures and new construction)
 - (a) First 10,000 square feet (or additional lateral)
 1. Inside City.....\$1,950.00
 2. Outside City.....\$2,925.00
 - (b) Each additional 10,000 square feet
 1. Inside City.....\$300.00
 2. Outside City.....\$450.00
5. Low Pressure Tap Fees (Residential Lift Station)
 - (a) New Structures
 1. Inside City.....\$5,000.00
 2. Outside City.....\$5,300.00
 - (b) Existing Structures
 1. Inside City.....\$1,950.00
 2. Outside City.....\$5,300.00
6. Sewer Connection Fee
Charged to developer when City crews tap or connect developer installed collector lines to existing City trunklines.....~~\$1,000.00~~\$1,500.00

M. Financing of Sewer Tapping Fees

1. 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.
2. 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.
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. 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:

- (a) Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)
- (b) 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.

5. Financing shall not be available to owners of the following class of property:
 - (a) New residences located in subdivisions in which sewer mains and laterals have been installed by developers
6. 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.

N. 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.

O. Wastewater Discharge Permit Fees

1. Non-domestic permit application

(a) Original Application\$50.00

~~0. Outside City\$60.00~~

~~(c)(b)~~ Renewal

Application\$25.00

~~1. Outside City\$30.00~~

NOTE: 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.

2. Non-domestic permits (annual fee)

(a) Inside City\$200.00

~~(b) Outside City\$240.00~~

NOTE: Permits are issued for annual periods not to exceed a 5-year time limit. Fees are based on an annual rate.

3. Permit Transfer Fee\$100.00

P. Wastewater Appeals Board Fee\$250.00

Q. Water Utility Monitoring, Inspection, and Surveillance, and Construction Fees

1. Lateral Inspection

(a) Inside City (per foot)\$2.00

(b) Outside City (per foot)\$3.00

(c) Minimum Charge\$50.00

2. Lateral Location Fee

(a) Inside City\$150.00

(b) Outside City\$200.00

3. **Dye / Smoke Test, Odor Investigation, Pretreatment Inspection**

(a) Inside City\$50.00

(b) Outside City\$75.00

4. Sample Collection / Composite

(a) City provides equipment\$50.00

(b) Industry provides equipment\$30.00

5. Sample Collection / Grab\$50.00

6. Flow Monitoring (per day)\$50.00

7. 5-Day BOD\$25.00

8. Total Coliform / E-Coli\$35.00

9. Total Suspended Solids\$15.00

10. Dissolved Oxygen\$10.00

11. Ammonia\$20.00

12. pH	\$10.00
13. Temperature	\$10.00
14. Oil and Grease	\$50.00
15. Lateral Cleaning	
(a) Inside City	\$100.00
(b) Outside City.....	\$150.00
16. Relocation of Residential Pump	
(a) Inside City.....	\$3,000.00
(b) Outside City.....	\$4,500.00
17. Manhole Adjustment Fee (per foot adjusted)	\$200.00
R. <u>Waste Hauler Permit Fee</u> (annual)	\$50.00
S. <u>Hauled Waste Disposal</u>	
1. Domestic (per load up to 2,000 gallons).....	\$75.00 <u>\$100.00</u>
2. Non-domestic (per 1,000 gallons)	
(a) Inside City.....	\$150.00
(b) Outside City (In 201 Area).....	\$250.00
(c) Outside City (Outside 201 Area)	\$400.00
T. <u>Application Exception</u> (One Per Year, Not to Exceed 180 Days)	\$500.00
(Temporary Exception to Wastewater Discharge Restrictions)	
U. <u>UST Discharge Permit Fee</u> (per tank).....	\$100.00
V. <u>Groundwater Discharge Permit Fee</u> (annual fee, per location)	\$250.00

Stormwater Rates and Fees

W. Stormwater Rates

	<u>% SFU</u>	<u>Monthly User Rate</u>
<u>Single Family Residential Property</u>		
Tier (based on impervious surface)		
1 – 0 to 1,912 sq ft	70	\$2.45
2 – 1,913 to 6,269 sq ft	100	\$3.50
3 – 6,270 sq ft and above	140	\$4.90
<u>Non Single Family Residential</u>		
Duplexes, Townhomes, Apartments, Condominiums, Mobile Homes, etc.		
Per Each Dwelling Unit.....	60	\$2.10
<u>Other Developed Property</u>		
Commercial, Industrial, Institutional, Churches, Recreational,		
Parking Lots, etc.	Varies	\$3.50 per SFU
		Minimum Fee \$3.50

X. Rate Details

1. The terms used in this subsection shall have the same meaning ascribed to such terms in Ordinance No. 6146, establishing the stormwater utility
2. The single-family unit (SFU) is hereby established as 3,794 square feet of impervious surface area. The base rate for stormwater user fees is \$3.50 per month per SFU
3. For the other developed property classification in the chart above, the number of SFU is determined by dividing the total square footage of impervious surface area of the

property by the SFU, rounded to the nearest tenth. The minimum value shall not be less than one SFU.

Payment Processing Posting Priority

- Y. 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	Line Extension Estimate
22	Utility Deposit
23	Finance Department Adjustment
30	Stormwater Penalty
31	Stormwater Fees
40	Residential Garbage – Back Door
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

Z. Bulk sale of Residential Water and Sewer Taps

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 City40% Discount

NOTES: Taps must be purchased as a bundle and assigned to an existing address. If the account is not activated within one year, minimum usage rates will begin one year from the date of purchase.



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute the CASE Benchmark Assessment Program Renewal Agreement with Certica Solutions, Inc. d/b/a Instructure, Inc.

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

Action Form No.: AF-190-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Michael Hubbard
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

The City of Kingsport for its Kingsport City Schools entered into an agreement with Certica Solutions, Inc, d/b/a Instructure, Inc., on July 23, 2020 for a CASE Benchmark Assessment Program. The agreement included annual renewals up to five years.

Staff recommends the city on behalf of its Kingsport City Schools renew the agreement with Certica Solutions, Inc., d/b/a Instructure, Inc., for the not to exceed contract amount of \$91,825.00 for the 2022-2023 school year.

Funding for this program is included in the FY23 Budget.

This action was approved by the Board of Education on June 14, 2022.

Attachments:

1. Resolution
2. Quote/Agreement

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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH CERTICA SOLUTIONS INC. D/B/A INSTRUCTURE INC. FOR KINGSPORT CITY SCHOOLS CASE BENCHMARK ASSESSMENT PROGRAM 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 Schools would like to renew the agreement for a CASE Benchmark Assessment Program with Certica Solutions, Inc. d/b/a Instructure, Inc.; and

WHEREAS, the total purchase cost is \$91,825.00; and

WHEREAS, funding is identified in the FY23 budget; and

WHEREAS, the Board of Education approved the renewal on June 14, 2022.

Now therefore,

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

SECTION I. That the renewal of the agreement for the Kingsport City Schools CASE Benchmark Assessment Program from Certica Solutions, Inc. d/b/a Instructure, 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 Certica Solutions, Inc. d/b/a Instructure, Inc., Services Order Form Q-260880-1, and to execute any and all documents necessary and proper to effectuate the purpose of 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 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 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**AMENDMENT NUMBER 2
TO CONTRACT FOR
PURCHASE OF SERVICES/PROFESSIONAL SERVICES**

Amendment Number 2 to the contract effective September 15, 2020, by and between the City of Kingsport for its Kingsport City Schools ("CITY") AND Certica Solutions, Inc. d/b/a Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, Utah 84121, United States.

TERM OF THE CONTRACT

The term of the contract will begin September 16, 2022 and end September 15, 2023.

PRICING

Total costs quoted based on City of Kingsport Schools using "Kingsport District Pricing", i.e., Kingsport-specific updated to Ninety One Thousand Eight Hundred Twenty Five Dollars (\$91,825.00).

All other terms and conditions of the Agreement shall remain in full force and effect.

INSTRUCTURE

**CITY OF KINGSFORT FOR ITS
KINGSFORT CITY SCHOOLS**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

**AMENDMENT NUMBER 2
TO CONTRACT FOR
PURCHASE OF SERVICES/PROFESSIONAL SERVICES**

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All other terms and conditions of the Agreement shall remain in full force and effect.

INSTRUCTURE

**CITY OF KINGSFORT FOR ITS
KINGSFORT CITY SCHOOLS**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



Services Order Form

Order #: Q-260880-1
Date: 2022-06-01
Offer Valid Through: 2022-06-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Kingsport City Schools

Address: 400 Clinchfield Street, Suite 200
City: Kingsport
State/Province: Tennessee
Zip/Postal Code: 37660
Country: United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: Accounts Payable
Email: ap@kingsporttn.gov
Phone: (423) 229-9392

Primary Contact

Name: Michael Hubbard
Email: mhubbard@k12k.com
Phone: +1 423 378 2125

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing	2022-07-01	2023-06-30	User	3,870	USD 8.00	USD 30,960.00
Mastery View Predictive Assessments TN - One Subject (Sem 2BA, Trad 3BA) - District Pacing	2022-07-01	2023-06-30	User	2,820	USD 5.00	USD 14,100.00
Paper-Pencil Benchmarks	2022-07-01	2023-06-30	User	550	USD 1.00	USD 550.00
Mastery Connect Bundled Subscription	2022-07-01	2023-06-30	User	5,135	USD 5.50	USD 28,242.50
Individual Student Reports	2022-07-01	2023-06-30	User	6,760	USD 0.00	USD 0.00
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	2022-07-01	2023-06-30	User	5,135	USD 3.50	USD 17,972.50
Recurring Sub-Total						USD 91,825.00
Year 1 Total						USD 91,825.00
Grand Total:						USD 91,825.00

Package Information

Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Deliverable	Description	Expiration
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	N/A
Mastery Item Bank Subscription	Mastery Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Mastery View Predictive Assessments - Grade Levels	Mastery View Predictive Assessments for the State Tested Subject Areas.
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Annual Subscription for Mastery View + Mastery Item Banks

Elementary Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	3	Paper-Pencil and MasteryConnect	2;3;4;5
Math	Yes	3	Paper-Pencil and MasteryConnect	2;3;4;5
Science	Yes	3	Online - MasteryConnect	3;4;5
Social Studies	No			

Middle Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	3	Online - MasteryConnect	6;7;8
Math	Yes	3	Online - MasteryConnect	6;7;8
Science	Yes	3	Online - MasteryConnect	6;7;8
Social Studies	Yes	3	Online - MasteryConnect	6;7;8

High School Assessment Order Detail				
Subject	Ordered	# of Tests per Year - Traditional	# of Tests per Semester - Block	Delivery Method
Standard Package - All Subjects	No			
Standard English	Yes	3	2	Online - MasteryConnect
Standard Math	Yes	3	2	Online - MasteryConnect
Standard Science	Yes		2	Online - MasteryConnect
Standard Social Studies	No			

Additional Assessment Details					
Assessment Package			Option 1 (3BA): 1st BA, 2nd BA, & Final Comp		
College Prep Assessments					
Grades to Test		# of Students		# of Administrations	
Item Bank Subscription					
Grades to Access			3;4;5;6;7;8;9;10;11		
Notes					
This quote is for Mastery View Predictive Assessments for grades 2-11 and Mastery Item bank/ Mastery Item bank Supplemental. Assessments for grade 2 will be delivered via paper-pencil and grades 3-11 will be delivered via Mastery Connect (with gradecam).					

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
Portfolio: <https://portfolio.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/item-bank-addendum>.

The provision of any Predictive Assessment Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/benchmark-assessment-addendum>.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Notes

This quote is for Mastery View Predictive Assessments for grades 2-11 and Mastery Item bank/ Mastery Item bank Supplemental. Assessments for grade 2 will be delivered via paper-pencil and grades 3-11 will be delivered via Mastery Connect (with gradecam).

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : <input checked="checked" type="checkbox"/> X
Please Enter (Yes or No): Yes	Please email all US state sales tax exemption certifications to ar@instructure.com
If yes, please enter PO Number:	1
will be issued when agreement is fully executed.	

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Kingsport City Schools

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

ATTEST:

CITY RECORDER

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

APPROVED AS TO FORM:

CITY ATTORNEY

**AMENDMENT NUMBER 2
TO CONTRACT FOR
PURCHASE OF SERVICES/PROFESSIONAL SERVICES**

Amendment Number 2 to the contract effective September 15, 2020, by and between the City of Kingsport for its Kingsport City Schools ("CITY") AND Certica Solutions, Inc. d/b/a Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, Utah 84121, United States.

TERM OF THE CONTRACT

The term of the contract will begin September 16, 2022 and end September 15, 2023.

PRICING

Total costs quoted based on City of Kingsport Schools using "Kingsport District Pricing", i.e., Kingsport-specific updated to Ninety One Thousand Eight Hundred Twenty Five Dollars (\$91,825.00).

All other terms and conditions of the Agreement shall remain in full force and effect.

INSTRUCTURE

**CITY OF KINGSFORT FOR ITS
KINGSFORT CITY SCHOOLS**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

These terms and conditions apply to the provision of the products or services identified on the Order Form by Instructure, Inc. (“**Instructure**”) to the entity identified in the Order Form (“**Customer**”). An “**Order Form**” means any order for the provision of products or services signed by Customer. These terms and any applicable Addendum related thereto are incorporated into the Order Form and together with the Order Form, form the “**Agreement**.” To the extent there is any conflict between the Order Form, these Master Terms and Conditions, or any Addendum related thereto, such conflict shall be resolved pursuant to the following order of precedence: (i) the Order Form, (ii) any applicable Addendum, and (iii) these Master Terms and Conditions. Instructure and Customer are referred to in this Agreement each as a “**party**” and together as the “**parties**.”

1. **Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the “**Service**”). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support (“**Support**”) pursuant to the terms described on the Order Form. For purposes of this Agreement, “**User**” means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.
2. **Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure’s policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface (“**API**”) will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.
3. **Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the “**AUP**”). Customer agrees to reasonably assist Instructure in connection with a User’s adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User’s account.
4. **Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.
5. **Instructure Warranties.** Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the

Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT: (A) THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (B) THE VALIDITY, FAIRNESS OR QUALITY OF ANY CONTENT PROVIDED BY INSTRUMENT. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUMENT IN THIS SECTION 5.

6. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.
7. **Service Standard.** Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.
8. **Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.
9. **Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.
10. **Data Use.** Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its

aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

11. **Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively “**Third-Party Services**”). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.
12. **Limitation of Liability.** EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY’S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY’S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
13. **Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries’ controls, is controlled by or is under common control with such party (an “**Affiliate**”) may disclose (in such capacity the “**Disclosing Party**”) Confidential Information to the other party or its Affiliates (in such capacity, the “**Receiving Party**”) in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party’s employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, “**Confidential Information**” means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party’s businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information.

14. **Proprietary Rights.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. “**Instructure Intellectual Property**” means: (a) the Service; (b) all improvements, changes, enhancements, translations and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; (d) all individual questions on any assessment, as well as all revisions, modifications, translations, or other adaptations or transformations thereof; and (e) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.
15. **Term and Termination.** The term of this Agreement is specified in the Order Form (“**Term**”) and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.
16. **Suspension of Service.** Instructure may suspend a User’s access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.
17. **Indemnification.**
 1. Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys’ fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer’s or User’s misuse of the Service; or (c) Customer’s or User’s use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure’s obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys’ fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.
 2. The party seeking indemnification (the “**Indemnified Party**”) shall provide the other party (the “**Indemnifying Party**”) with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party’s prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party’s rights or requiring the Indemnified Party to make any admission of liability.
18. **General.** Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party,

such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Instructure may amend, revise or update these Master Terms and Conditions at any time. Such amendment, revision or update shall be effective upon 30 days' notice to Customer by any means reasonable to give Customer actual or constructive notice, including by posting such terms on Instructure's website. In the event Customer does not agree with any amendment, revision or update, Customer shall give Instructure notice within 30 days of receiving actual or constructive notice from Instructure and Customer and Instructure shall negotiate in good faith to come to an agreement solely with respect to such amendment, revision or update. In the event Customer does not give notice to Instructure, Customer's continued use of the Service after the 30-day notice period shall indicate Customer's agreement with any such amendment, revision or update. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. To the extent there is any conflict between the Order Form, these Master Terms and Conditions, or any Addendum related thereto, such conflict shall be resolved pursuant to the following order of precedence: (i) the Order Form, (ii) any applicable Addendum, and (iii) these Master Terms and Conditions. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

INSTRUCTURE PRODUCT SPECIFIC ADDENDUMS

These product specific addendums shall only apply to the extent the applicable products and services have been purchased by Customer.

Provisions applicable to Mastery Item Bank products

1. This section applies to and governs one or multiple of Instructure's Services identified on the Order Form as a Mastery Item Bank Service (each, an **"Item Bank"** and together, the **"Item Banks"**).
2. **Item Bank License.** Subject to the terms of this Agreement, Instructure grants to Customer a license to access and use the Item Bank product offerings set forth on the Order Form for the term specified on the Order Form for noncommercial purposes and only for students registered within Customer's schools/district(s) (the **"Territory"**) for the sole purpose of performing formative assessments of those students (the **"Item Bank License"**). Pursuant to the Item Bank License, Customer acknowledges and agrees that certain parts of the Item Bank(s) may include material licensed by third parties to Instructure (**"Third-Party Content"**) and that Instructure's rights in and to such Third-Party Content may not extend to Customer's Territory or may expire or otherwise terminate during the term of the Item Bank License. Any rights in and to Third-Party Content will at all times be limited and subject to Instructure's rights in and to the respective Third-Party Content, notwithstanding anything to the contrary in this Agreement. Throughout the term of the Item Bank License, Instructure will have the right, at its sole discretion, to modify the Item Bank(s), and to delete, and require the deletion by Customer, of specific Items and/or passages from the Item Bank(s).
3. **Customer Item Bank Restrictions.** Customer Agrees not to use the Item Bank(s): (1) unless Customer is an elementary, middle, and/or secondary school or school district in the United States, a state education agency or a state authorized educational information/service center that provides services and/or software to local educational entities), or a school outside of the United States using a United States based curriculum for English-speaking students; or (2) to promote any items in the Item Bank(s) as high-stakes assessments, where the results of high-stakes assessments are used for purposes other than improving instruction and student learning, such as graduation tests, college admissions tests and teacher evaluation assessments. The Item Bank(s) in its/their entirety is/are protected by copyright laws. All rights, licenses and privileges not expressly granted to Customer under the Item Bank License will remain exclusive to Instructure. Without limiting the generality of the foregoing, Customer acknowledges that Instructure retains all rights under copyright and all other intellectual property rights in and to the Item Bank(s), all items included therein, all revisions, modifications, translations, or other adaptations or transformations of the Item Bank(s), including assessments, and other derivative works created there from (collectively the **"Derivative Works"**).
4. **Termination of Item Bank License.** Upon any termination of the Item Bank License granted hereunder, Customer's access to the Item Bank(s) will be disabled and Customer and its Users must cease using such Item Bank(s) and all Derivative Works, including any printed copies of items and/or Derivative Works.

Provisions applicable to Mastery View Assessment products

1. This section applies to and governs one or multiple of Instructure's Services identified on the Order Form as a Mastery View Assessment Service (each, an **"Mastery View Assessment"** and together, the **"Mastery View Assessments"**).
2. **Customer Mastery View Assessments Restrictions.** Mastery View Assessments delivered via paper/pencil format or online through any delivery platform cannot be shared, duplicated, or reproduced in part or in whole without written permission of Instructure. Use of Mastery View Assessments is limited to students registered within the Customer's schools/districts during the academic year in which the Mastery View Assessments are initially delivered for the sole purpose of delivering formative assessments to those students. Customer's right to access and use Mastery View Assessments in paper or electronic format shall be limited to use in Customer's classrooms and shall be limited to review and instructional purposes for those registered students within such classroom in the academic year of assessment delivery. **The Customer does NOT have any right to reproduce the tests in whole nor to dissect and reproduce any questions from the Mastery View Assessments individually; distribute copies of the assessments in whole or any individual questions from the assessment; prepare derivative works of the assessments or the questions individually; import or otherwise load the assessments in whole or any of the questions individually to any internal or external item bank or question data warehouse; upload any assessments in whole or questions individually to any platform partner "community boards"; or publicly display the assessments or questions outside Customer's classrooms.**

Provisions applicable to Elevate Standards Alignment products

1. This section applies to and governs one or multiple of Instructure's Services identified on the Order Form as an Elevate Standards Alignment Service, which may include (i) access to Instructure's proprietary data repository of Curriculum Standards (as defined below), the related Global Unique Identifiers (as defined below), and any metadata related to the Curriculum Standards or the Global Unique Identifiers (collectively, the **"ESA Content"**), and/or (ii) access to Instructure's software as a service offerings used for access to the ESA Content (the **"Content Management Systems"** and, together with ESA Content, **"Elevate Standards Alignment Products"**).
2. **Academic Benchmark License.** Subject to the terms of this Agreement, Instructure grants to Customer a license to access and use the Academic Benchmark Product offerings set forth on the Order Form for the term specified on the Order Form (the **"AB License"**). Notwithstanding anything contained in Section 2 the Agreement to the contrary, Customer may provide access to and permit use of the Curriculum Standards and/or Content Management Systems to its clients for use solely in conjunction with such client's use of Customer's products. In the event Customer's client has purchased a license to use Global Unique Identifiers from Instructure, Customer may also provide access to and permit use of the Global Unique Identifiers to such client. For the avoidance of doubt, Customer shall be prohibited from providing access to, permitting use of, or otherwise sharing any Global Unique Identifier with any client or other third party unless such client or other third party has purchased a current license to use such Global Unique Identifiers from Instructure.
3. **Customer Academic Benchmark Restrictions.** Customer shall (and shall require its clients to) (i) keep all non-public information comprising the ESA Content and/or Content Management Systems confidential, (ii) not reproduce, copy, distribute, sublicense, lease, rent, loan or otherwise transfer to any third party (except as permitted by this Agreement) the ESA Content or Content Management Systems or any of the Customer's rights to the ESA Content or Content Management Systems (including by way of creating Internet "links" or "framing" or "mirroring" any web-based ESA Content or Content Management Systems).
4. **Definitions.**
 - a. **"Curriculum Standards"** means the compilation, capturing, and structuring of, and the taxonomies created by Instructure based on, the standards adopted by a state or other third party, which have been made available for use to the general public by such state or third party which define what a student must know, be able to do, or be proficient at, with respect to various subject areas or skill sets.
 - b. **"Global Unique Identifiers"** means the 36-character identification numbers that are assigned to Curriculum Standards or any metadata related thereto.

Provisions applicable to Elevate products

1. This section applies to and governs Instructure's Service identified on the Order Form as Elevate Data Sync. **"Platform"** means Instructure's proprietary software platform, and all enhancements thereof, that allows for the integration of the Customer Product with a SIS.
2. **Use of Platform.** Subject to the terms and conditions contained herein and/or in the Order Form, and Customer's compliance therewith, Customer may during the Term, (a) access and use the Platform and (b) access and use the Instructure Components as components of the Integration Solution. If applicable, Customer grants Instructure a revocable, limited, non-exclusive, and non-transferable license to (a) access and use any API or other interface provided by Customer and (b) access and use the Customer Product Components as components of the Integration Solution. Customer shall not assign or sublicense the Platform or the Instructure Components except for the purposes of creating accounts for the End Organization and as otherwise set forth in this Agreement and the Order Form. Instructure shall not assign or sublicense the Customer Product or the Customer Product Components except for the purposes of exchanging data and as otherwise set forth in this Agreement and the Order form.
3. **End Organization Data.** Customer agrees that End Organization Data data remains the property of the End Organization. Customer understands that its connection to End Organization Data will not be established until the End Organization takes some affirmative technical action to provide that access (such as providing API keys, connecting a SIF agent or authorizing an Instructure platform integration), and that at all times the End

Organization will retain the right and power to disable or limit Customer's access to End Organization Data in the Platform. Customer agrees to abide by all data privacy laws applicable to the End Organization Data and, where applicable, acknowledges that its use of End Organization Data is also governed by Customer's own agreements directly with the End Organization.

4. **Consents.** Customer hereby represents and warrants that it owns or otherwise has and will have throughout the term of this Agreement the necessary rights and consents in and relating to End Organization Data so that Instructure and its subcontractor's access and use of the End Organization Data in accordance with this Agreement and the Order Form do not violate any privacy or other rights of any third party or violate any applicable law. It is the Customer's responsibility to ensure that the End Organization (and their end users where applicable) has authorized Instructure to collect and store such End Organization Data and provide the End Organization Data to Customer.
5. **Suspension.** Instructure may, directly or indirectly, suspend, terminate, or otherwise deny access to or use of all or any part of the Platform or Instructure components, without incurring any resulting obligation or liability, if: (a) Instructure is required by law to do so; or (b) Instructure reasonably believes that: (i) Customer or an End Organization or end user failed to comply with any material term of this Agreement, or accessed or used the Platform, or Instructure Components beyond the scope of Platform use set out in section 1.1 above or for a purpose not authorized under this Agreement; or (ii) Customer or End Organization or end-user is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities. To the extent Instructure exercises its rights under this section, it shall only be for the duration necessary to address any such violation. This section does not limit any of Instructure's other rights or remedies, whether at law, in equity, or under this Agreement.
6. **Definitions.**
 - a. **"Customer Product"** means the application or system which Customer intends to integrate with the Platform.
 - b. **"Customer Product Components"** means the individual parts, programs and supporting tools that make up the Customer Product.
 - c. **"End Organization"** means any school, school district, college, university, other education agency, or other organization. The End Organization may be (i) the Customer or (ii) a different party that Customer indicates to Instructure that receives or is to receive the Customer Product and which has been designated by Customer to provide Customer with its End Organization Data via the Platform, and which has authorized Instructure to collect and store such End Organization Data and provide the End Organization Data to Customer.
 - d. **"End Organization Data"** means all information and data pertaining to the End Organization and/or its end users that is transmitted to, received by, or processed by Instructure under this Agreement.
 - e. **"Integration Solution"** means an eco-system of multiple software products and related components provided by both parties that enables Customer Product to provide, facilitate, transfer and receive data to and from SISs.
 - f. **"Instructure Components"** means the Instructure-provided connectors, integrations and other software products.
 - g. **"SIS"** means the End Organization's student information system or other authoritative source of data regarding students, staff, courses and rosters.

Provisions applicable to Professional Services

1. This section applies to and governs any professional services ("**Professional Services**") provided to Customer by Instructure. To the extent there is a conflict between the express terms of this Agreement and an SOW, the terms of this Agreement shall control unless the SOW expressly states otherwise.

2. Customer shall provide Company with all Customer Content required to enable Company to perform the Professional Services, including all obligations specified in any applicable statement of work (“SOW”). If Customer fails to do this, Company will be relieved of its obligations to the extent that the obligations are dependent upon Customer’s performance.
3. Customer hereby grants to Company a nonexclusive, nontransferable, royalty-free, worldwide, license to use, reproduce, create derivative works from, and modify the Customer Content solely in connection with Company’s performance of such Professional Services. As between Customer and Company, the Customer Content is, and shall at all times remain, the sole and exclusive property of Customer, including, without limitation, all worldwide intellectual property rights embodied in, related to, or represented by, the Customer Content.
4. Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a nonexclusive, nontransferable, royalty-free, worldwide, license solely to use the Deliverables (as defined below) in connection with any product or service purchased by Customer from Company. Customer agrees not to (a) modify, adapt, alter, translate, or create derivative works from the Deliverables; (b) sublicense, lease, rent, loan, or otherwise transfer the Deliverables to any third party; or (c) otherwise use or copy the Deliverables except as expressly allowed herein or in the applicable SOW. “**Deliverables**” mean items that Company is obligated to provide Customer under an applicable SOW.



AGENDA ACTION FORM

A Resolution Awarding the Bid to Summers-Taylor, Inc. for the Main Street Redevelopment Project

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

Action Form No.: AF-191-2022
 Work Session: June 20, 2022
 First Reading: NA

Final Adoption: June 21, 2022
 Staff Work By: Michael Thompson
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on April 28, 2022 for Main Street Roadway and Streetscape Improvements. This project involves roadway and streetscape improvements along Main Street, between Clay Street and Sullivan Street. The project length is approximately 0.88 miles and includes pavement replacement, sidewalk replacement, curb and gutter, water, sanitary sewer, storm drainage, landscaping, site furnishings, underground power and communications and street lighting.

Two (2) bids were received for this project - \$17,539,200.00 (with corrections \$17,610,480.00) and \$17,860,029.18. Please note the attached Letter of Explanation and corrected Bid Tabulation reference the identified discrepancies. These discrepancies did not alter the apparent low bidder.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Summers-Taylor, Inc. in the amount of \$17,610,480.00.

Base Bid	\$17,610,480.00
Contingency 6%	<u>1,056,628.80</u>
Total Project Cost	\$18,667,108.80

Funding is available and identified in GP1516, ST2110, SW1901 and WA1901.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Letter of Explanation & Corrected Bid Tabulation
4. Location Map

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: *aw*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE MAIN STREET REDEVELOPMENT PROJECT TO SUMMERS-TAYLOR INC., 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 April 28, 2022, for the Main Street Roadway and Streetscape Improvements project, involving roadway and streetscape improvements along Main Street, between Clay Street and Sullivan Street; and

WHEREAS, upon review of the bids, the board finds Summers-Taylor, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the improvements to the existing roadways including approximately 0.88 miles of roadway and streetscape improvements along Main Street, between Clay Street and Sullivan Street, and includes pavement replacement, sidewalk replacement, curb and gutter, water, sanitary sewer, storm drainage, landscaping, site furnishings, underground power and communications and street lighting, from Summers-Taylor, Inc., at an estimated construction cost of \$17,610,480.00; and

WHEREAS, funding is identified in project numbers GP1516, ST2110, SW1901 and WA1901.

Now therefore,

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

SECTION I. That the bid for the Main Street Roadway and Streetscape Improvements project, involving roadway and streetscape improvements along Main Street, between Clay Street and Sullivan Street at an estimated cost of \$17,610,480.00 is awarded to Summers-Taylor, Inc., 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 board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the public.

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

ADOPTED this the 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES BID OPENING

April 28, 2022

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager Schools; Jennifer Salyer, Barge Designs Solutions; Nelson Elam, Barge Designs Solutions; Michael Thompson, Public Works Director; Leslie Phillips, MPTO Coordinator

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

The Procurement Manager opened with the following bids:

MAIN STREET ROADWAY AND STREETSCAPE IMPROVEMENTS TDOT PIN No. 123325.00				
Vendor:	Subtotal Roadway:	Subtotal Water:	Subtotal Sanitary Sewer:	Total Bid Sum:
Pavewell Paving Company	\$14,275,142.18	\$2,086,070.00	\$1,498,817.00	\$17,860,029.18
Summers - Taylor, Inc.	\$14,834,390.00	\$1,605,905.00	\$1,098,905.00	\$17,593,200.00

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



May 10, 2022

Mr. Michael Thompson
Public Works Director
City of Kingsport
415 Broad Street
Kingsport, TN 37660

RE: Apparent Low Bidder and Bid Tabulation
Main Street Kingsport Rebuild and Streetscape
PIN 123325.00

Dear Mr. Thompson:

Please find attached with this letter a bid summary and engineer's estimate for the above referenced project. Two bids were received by qualified contractors on April 28, 2022. The bidders included Pave-Well Paving Co. and Summers-Taylor, Inc. The bids included the Roadway design package as well as additional design packages for the associated Water and Sanitary Sewer utilities.

Barge Design Solutions, Inc. has reviewed the bids and identified the discrepancies on the enclosed bid tabulation. These discrepancies do not alter the apparent low bidder. Although many bid items were higher than the engineer's estimate, we recognize that the current construction climate is volatile due to supply chain, material cost and labor issues. The bid price for Item No. 203-01 Road & Drainage Excavation (Unclassified) was notably higher than expected and additional information was requested regarding this line item. Summers-Taylor confirmed the unit price is higher due to the length of the project 4,700 LF constructed in 6 phases over a two-year period. While the quantity is reasonable the time required to excavate and shape the roadway, driveway entrances, flatwork areas and final dress the project is a long crew duration and thus a high unit price. Barge is satisfied with this explanation for Item No. 203-01.

Barge also confirmed that the prequalification for Summers-Taylor, Inc. was within the renewal grace period and they are in the process of their annual renewal.

The apparent low bidder is **Summers-Taylor, Inc.** with a total bid of **\$17,610,480.00**. This total is the corrected amount based on the bid tabulation and includes the following subtotals.

Roadway – \$14,905,670.00

Water – \$1,605,905.00

Sanitary Sewer – \$1,098,905.00

If you have any questions, please contact me at 423-723-8448.



Mr. Michael Thompson
May 10, 2022
Page - 2

Sincerely,

Barge Design Solutions, Inc.

A handwritten signature in blue ink that reads "Jennifer A. Salyer". The signature is fluid and cursive.

Jennifer A. Salyer
Project Manager

c: Ryan McReynolds, City of Kingsport
Nelson Elam, Barge Design Solutions

Enclosures

Barge project # 36455-00

BID SUMMARY
MAIN STREET KINGSPORT REBUILD AND STREETScape

KINGSPORT, TN
PIN: 123325.00

Barge Project No.: 36455-00
Bid Date: 4/28/2022
Bid Time: 4:00 ET
Addenda Issued: 5

BIDDER	ROADWAY	WATER	SANITARY SEWER	TOTAL
Pave-Well Paving Co.	\$14,275,142.18	\$2,086,070.00	\$1,498,817.00	\$17,860,029.18
Summers-Taylor, Inc.	\$14,834,390.00	\$1,605,905.00	\$1,098,905.00	\$17,539,200.00

Information provided in this spreadsheet is as provided in the bid proposals. Items highlighted on the detailed bid tabulation indicate discrepancies between the actual bid form and the calculated tally entered into this spreadsheet.

To the best of my knowledge, this is a true and exact tabulation of bids received.


Jennifer A. Salyer

BID TABULATION
MAIN STREET KINGSPORT REBUILD AND STREETScape
KINGSPORT, TN
PIN: 123325.00

ITEM NO.	DESCRIPTION	Pave-Well Paving Co.				Summers-Taylor, Inc.				FOOTNOTE
		UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT	QUANTITY	UNIT COST	TOTAL COST	
	ROADWAY ITEMS									
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 398,580.00	\$ 398,580.00	LS	1	\$ 225,156.56	\$ 225,156.56	
201-07.01	REMOVAL AND DISPOSAL OF BRUSH & TREES	LS	1	\$ 15,300.00	\$ 15,300.00	LS	1	\$ 175,000.00	\$ 175,000.00	
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	6172	\$ 15.25	\$ 94,123.00	S.Y.	6172	\$ 24.00	\$ 148,128.00	
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	11055	\$ 14.41	\$ 159,302.55	S.Y.	11055	\$ 13.00	\$ 143,715.00	
202-03.02	REMOVAL OF RIGID PAVEMENT	C.Y.	2107	\$ 95.95	\$ 202,166.65	C.Y.	2107	\$ 130.00	\$ 273,910.00	
202-08.10	REMOVAL OF CURB (ALONG MAINLINE, SIDE ROADS AND DRIVEWAYS)	L.F.	9250	\$ 10.81	\$ 99,992.50	L.F.	9250	\$ 10.00	\$ 92,500.00	
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1710	\$ 183.61	\$ 313,973.10	C.Y.	1710	\$ 225.00	\$ 384,750.00	
203-06	WATER	M.G.	67	\$ 200.00	\$ 13,400.00	M.G.	67	\$ 18.50	\$ 1,239.50	
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL)	C.Y.	20	\$ 300.00	\$ 6,000.00	C.Y.	20	\$ 321.00	\$ 6,420.00	
209-05	SEDIMENT REMOVAL	C.Y.	65	\$ 100.00	\$ 6,500.00	C.Y.	65	\$ 70.50	\$ 4,582.50	
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	125	\$ 150.00	\$ 18,750.00	EACH	125	\$ 358.00	\$ 44,750.00	
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	9917	\$ 77.60	\$ 769,559.20	TON	9917	\$ 59.00	\$ 585,103.00	
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	1922	\$ 203.00	\$ 390,166.00	TON	1922	\$ 191.00	\$ 367,102.00	
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	1259	\$ 216.00	\$ 271,944.00	TON	1259	\$ 187.00	\$ 235,433.00	
307-01.20	ASP. CONC. MIX (PG64-22) (BPMB-HM) GR. A-S	TON	1458	\$ 199.00	\$ 290,142.00	TON	1458	\$ 176.00	\$ 256,608.00	
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	17	\$ 980.00	\$ 16,660.00	TON	17	\$ 2,930.00	\$ 49,810.00	
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	13	\$ 1,092.00	\$ 14,196.00	TON	13	\$ 1,210.00	\$ 15,730.00	
411-01.10	ACS MIX (PG64-22) GRADING D	TON	1660	\$ 232.00	\$ 385,120.00	TON	1660	\$ 186.00	\$ 308,760.00	
415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	600	\$ 63.00	\$ 37,800.00	TON	600	\$ 53.00	\$ 31,800.00	
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	3800	\$ 154.00	\$ 585,200.00	L.F.	3800	\$ 197.00	\$ 748,600.00	
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	2186	\$ 178.00	\$ 389,108.00	L.F.	2186	\$ 263.00	\$ 574,918.00	
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	150	\$ 347.00	\$ 52,050.00	L.F.	150	\$ 368.00	\$ 55,200.00	
611-01.02	MANHOLES, > 4' - 8' DEPTH	EACH	11	\$ 9,000.00	\$ 99,000.00	EACH	11	\$ 5,920.00	\$ 65,120.00	
611-01.03	MANHOLES, > 8' - 12' DEPTH	EACH	1	\$ 12,117.00	\$ 12,117.00	EACH	1	\$ 8,230.00	\$ 8,230.00	
611-02.10	JUNCTION BOX, TYPE 1	EACH	1	\$ 6,000.00	\$ 6,000.00	EACH	1	\$ 4,610.00	\$ 4,610.00	
611-05.01	TRENCH DRAINS	L.F.	40	\$ 389.00	\$ 15,560.00	L.F.	40	\$ 621.00	\$ 24,840.00	
611-10.02	CATCH BASINS, TYPE 10, > 4' - 8' DEPTH	EACH	1	\$ 6,000.00	\$ 6,000.00	EACH	1	\$ 5,320.00	\$ 5,320.00	
611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	24	\$ 6,000.00	\$ 144,000.00	EACH	24	\$ 5,180.00	\$ 124,320.00	
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	29	\$ 9,000.00	\$ 261,000.00	EACH	29	\$ 7,050.00	\$ 204,450.00	
611-12.03	CATCH BASINS, TYPE 12, > 8' - 12' DEPTH	EACH	2	\$ 15,000.00	\$ 30,000.00	EACH	2	\$ 10,600.00	\$ 21,200.00	
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	41	\$ 10,000.00	\$ 410,000.00	EACH	41	\$ 9,980.00	\$ 409,180.00	
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	2	\$ 7,000.00	\$ 14,000.00	EACH	2	\$ 8,120.00	\$ 16,240.00	
701-01.01	CONCRETE SIDEWALK (4 ")	S.F.	63370	\$ 10.00	\$ 633,700.00	S.F.	63370	\$ 10.00	\$ 633,700.00	
701-02	CONCRETE DRIVEWAY	S.F.	13311	\$ 12.21	\$ 162,527.31	S.F.	13311	\$ 21.00	\$ 279,531.00	
701-02.03	CONCRETE CURB RAMP	S.F.	6638	\$ 26.24	\$ 174,181.12	S.F.	6638	\$ 43.00	\$ 285,434.00	
702-01	CONCRETE CURB	C.Y.	54	\$ 757.00	\$ 40,878.00	C.Y.	54	\$ 1,270.00	\$ 68,580.00	
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	583	\$ 757.00	\$ 441,331.00	C.Y.	583	\$ 519.00	\$ 302,577.00	
710-02	AGGREGATE UNDERDRAINS (WITH PIPE)	L.F.	4880	\$ 33.25	\$ 162,260.00	L.F.	4880	\$ 36.00	\$ 175,680.00	
712-01	TRAFFIC CONTROL	LS	1	\$ 686,400.00	\$ 686,400.00	LS	1	\$ 775,000.00	\$ 775,000.00	
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	353	\$ 46.00	\$ 16,238.00	EACH	353	\$ 60.00	\$ 21,180.00	
712-05.01	WARNING LIGHTS (TYPE A)	EACH	46	\$ 38.00	\$ 1,748.00	EACH	46	\$ 43.00	\$ 1,978.00	
712-06	SIGNS (CONSTRUCTION)	S.F.	1261	\$ 18.00	\$ 22,698.00	S.F.	1261	\$ 13.50	\$ 17,023.50	
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	224	\$ 29.00	\$ 6,496.00	L.F.	224	\$ 17.00	\$ 3,808.00	
712-08.03	ARROW BOARD (TYPE C)	EACH	1	\$ 2,520.00	\$ 2,520.00	EACH	1	\$ 2,570.00	\$ 2,570.00	
713-11.01	"U" SECTION STEEL POSTS	LB.	3418	\$ 4.85	\$ 16,577.30	LB.	3418	\$ 4.75	\$ 16,235.50	
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	564	\$ 18.60	\$ 10,490.40	S.F.	564	\$ 18.00	\$ 10,152.00	

BID TABULATION
MAIN STREET KINGSPORT REBUILD AND STREETScape
KINGSPORT, TN
PIN: 123325.00

ITEM NO.	DESCRIPTION	Pave-Well Paving Co.				Summers-Taylor, Inc.				FOOTNOTE
		UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT	QUANTITY	UNIT COST	TOTAL COST	
713-14.22	STREET NAME SIGN (SUSPENDED 0.100IN THICK)	S.F.	82	\$ 61.85	\$ 5,071.70	S.F.	82	\$ 57.50	\$ 4,715.00	
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$ 10,000.00	\$ 10,000.00	LS	1	\$ 549.00	\$ 549.00	
713-16.20	SIGNS (R10-11A)	EACH	1	\$ 446.00	\$ 446.00	EACH	1	\$ 746.00	\$ 746.00	
714-08.31	REMOVAL OF FOUNDATION(ONLY) FOR LIGHT STANDARD	EACH	58	\$ 500.00	\$ 29,000.00	EACH	58	\$ 1,100.00	\$ 63,800.00	
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	1000	\$ 12.00	\$ 12,000.00	L.F.	1000	\$ 11.00	\$ 11,000.00	
716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	225	\$ 23.70	\$ 5,332.50	S.Y.	225	\$ 21.50	\$ 4,837.50	
716-02.05	PLASTIC PAVEMENT MARKING (\$TOP LINE)	L.F.	325	\$ 13.80	\$ 4,485.00	L.F.	325	\$ 12.50	\$ 4,062.50	
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	3	\$ 210.00	\$ 630.00	EACH	3	\$ 192.00	\$ 576.00	
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	LF	50	\$ 2.70	\$ 135.00	LF	50	\$ 2.45	\$ 122.50	
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	LF	54	\$ 28.80	\$ 1,555.20	LF	54	\$ 26.50	\$ 1,431.00	
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	LM	0.2	\$ 0.24	\$ 0.05	LM	0.2	\$ 13,713.20	\$ 2,742.64	
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	1	\$ 300.00	\$ 300.00	EACH	1	\$ 274.00	\$ 274.00	
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	2	\$ 570.00	\$ 1,140.00	EACH	2	\$ 521.00	\$ 1,042.00	
716-04.10	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	17	\$ 360.00	\$ 6,120.00	EACH	17	\$ 329.00	\$ 5,593.00	
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	43	\$ 30.00	\$ 1,290.00	S.F.	43	\$ 27.50	\$ 1,182.50	
716-04.15	PLASTIC PAVEMENT MARKING-BIKE SYMBOL/ARROW SHARED	EACH	34	\$ 690.00	\$ 23,460.00	EACH	34	\$ 631.00	\$ 21,454.00	
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	4	\$ 3,000.00	\$ 12,000.00	L.M.	4	\$ 2,740.00	\$ 10,960.00	
716-05.02	PAINTED PAVEMENT MARKING (8" BARRIER LINE)	L.F.	840	\$ 2.70	\$ 2,268.00	L.F.	840	\$ 2.45	\$ 2,058.00	
716-12.01	ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE)	L.M.	0.4	\$ 15,000.00	\$ 6,000.00	L.M.	0.4	\$ 13,000.00	\$ 5,200.00	
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	2.1	\$ 5,100.00	\$ 10,710.00	L.M.	2.1	\$ 4,660.00	\$ 9,786.00	
717-01	MOBILIZATION	LS	1	\$ 926,000.00	\$ 926,000.00	LS	1	\$ 775,000.00	\$ 775,000.00	
721-01.01	BENCH	EACH	40	\$ 3,582.00	\$ 143,280.00	EACH	40	\$ 3,380.00	\$ 135,200.00	
721-01.02	TRASH RECEPTACLE	EACH	23	\$ 3,246.00	\$ 74,658.00	EACH	23	\$ 3,070.00	\$ 70,610.00	
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	1	\$ 4,343.00	\$ 4,343.00	EACH	1	\$ 4,030.00	\$ 4,030.00	
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	8	\$ 1,106.00	\$ 8,848.00	EACH	8	\$ 1,030.00	\$ 8,240.00	
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5	\$ 865.00	\$ 4,325.00	EACH	5	\$ 803.00	\$ 4,015.00	
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 3,674.00	\$ 3,674.00	EACH	1	\$ 3,410.00	\$ 3,410.00	
730-05.02	SERVICE CABLE (2 CONDUCTOR, # 8 AWG)	L.F.	200	\$ 4.07	\$ 814.00	L.F.	200	\$ 3.80	\$ 760.00	
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	1880	\$ 1.79	\$ 3,365.20	L.F.	1880	\$ 1.65	\$ 3,102.00	
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	735	\$ 2.28	\$ 1,675.80	L.F.	735	\$ 2.10	\$ 1,543.50	
730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	190	\$ 21.35	\$ 4,056.50	L.F.	190	\$ 20.00	\$ 3,800.00	
730-12.14	CONDUIT 3" DIAMETER (JACK & BORE)	L.F.	440	\$ 58.19	\$ 25,603.60	L.F.	440	\$ 54.00	\$ 23,760.00	
730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	4	\$ 11,515.00	\$ 46,060.00	EACH	4	\$ 9,800.00	\$ 39,200.00	
730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$ 20,599.00	\$ 20,599.00	EACH	1	\$ 17,500.00	\$ 17,500.00	
730-16.04	CONTROLLER (ATC)	EACH	1	\$ 6,396.00	\$ 6,396.00	EACH	1	\$ 5,940.00	\$ 5,940.00	
730-23.30	PEDESTAL POLE (10' PEDESTRIAN PEDESTAL - TYPE B)	EACH	4	\$ 2,330.00	\$ 9,320.00	EACH	4	\$ 2,160.00	\$ 8,640.00	
730-23.64	CANTILEVER SIGNAL SUPPORT (1 ARM @ 30')	EACH	1	\$ 25,834.00	\$ 25,834.00	EACH	1	\$ 24,000.00	\$ 24,000.00	
730-23.72	CANTILEVER SIGNAL SUPPORT (1 ARM @ 35')	EACH	1	\$ 28,505.00	\$ 28,505.00	EACH	1	\$ 26,500.00	\$ 26,500.00	
730-23.80	CANTILEVER SIGNAL SUPPORT (1 ARM @ 40')	EACH	1	\$ 32,762.00	\$ 32,762.00	EACH	1	\$ 30,400.00	\$ 30,400.00	
730-25.01	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	1	\$ 36,529.00	\$ 36,529.00	EACH	1	\$ 33,900.00	\$ 33,900.00	
730-26.07	FLASHING WARNING BEACON (RRFB)	EACH	2	\$ 13,551.00	\$ 27,102.00	EACH	2	\$ 12,600.00	\$ 25,200.00	
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN	EACH	8	\$ 1,644.00	\$ 13,152.00	EACH	8	\$ 1,530.00	\$ 12,240.00	
730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	1	\$ 12,232.00	\$ 12,232.00	EACH	1	\$ 11,400.00	\$ 11,400.00	
740-07.04	GEOGRID REINFORCEMENT TYPE 2	S.Y.	5750	\$ 5.00	\$ 28,750.00	S.Y.	5750	\$ 5.70	\$ 32,775.00	
740-10.04	GEOTEXTILE (TYPE IV) (STABILIZATION)	S.Y.	5750	\$ 3.00	\$ 17,250.00	S.Y.	5750	\$ 4.95	\$ 28,462.50	
740-10.05	GEOTEXTILE - TYPE V (ROOT BARRIER)	S.Y.	1512	\$ 3.00	\$ 4,536.00	S.Y.	1512	\$ 34.00	\$ 51,408.00	
740-11.04	TEMPORARY SEDIMENT TUBE 20IN	L.F.	944	\$ 5.00	\$ 4,720.00	L.F.	944	\$ 4.95	\$ 4,672.80	
790-42.08	2IN DIA PVC PIPE	L.F.	11290	\$ 19.00	\$ 214,510.00	L.F.	11290	\$ 15.00	\$ 169,350.00	

BID TABULATION
MAIN STREET KINGSFORT REBUILD AND STREETScape
KINGSFORT, TN
PIN: 123325.00

ITEM NO.	DESCRIPTION	Pave-Well Paving Co.				Summers-Taylor, Inc.				FOOTNOTE
		UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT	QUANTITY	UNIT COST	TOTAL COST	
790-42.09	3IN DIA PVC PIPE	L.F.	205	\$ 20.00	\$ 4,100.00	L.F.	205	\$ 22.00	\$ 4,510.00	
790-42.10	4IN DIA PVC PIPE	L.F.	10180	\$ 28.00	\$ 285,040.00	L.F.	10180	\$ 27.00	\$ 274,860.00	
790-42.11	6IN DIA PVC PIPE	L.F.	250	\$ 40.00	\$ 10,000.00	L.F.	250	\$ 75.00	\$ 18,750.00	
790-42.16	1 DUCT @ 36IN-48IN DEPTH	L.F.	750	\$ 44.00	\$ 33,000.00	L.F.	750	\$ 31.00	\$ 23,250.00	
790-42.18	3 DUCT BANK @ 36IN-48IN DEPTH	L.F.	2680	\$ 75.00	\$ 201,000.00	L.F.	2680	\$ 77.00	\$ 206,360.00	
790-43.46	SECONDARY PULLBOX	EACH	43	\$ 1,582.00	\$ 68,026.00	EACH	43	\$ 1,500.00	\$ 64,500.00	
790-50.03	1PH TRANSFORMER PAD	EACH	6	\$ 2,500.00	\$ 15,000.00	EACH	6	\$ 2,000.00	\$ 12,000.00	
790-51.06	3PH TRANSFORMER PAD - CONCRETE	EACH	5	\$ 2,500.00	\$ 12,500.00	EACH	5	\$ 3,000.00	\$ 15,000.00	
790-59.07	PAD MTD SWITCH DEAD FRNT 25KV	EACH	6	\$ 5,000.00	\$ 30,000.00	EACH	6	\$ 3,600.00	\$ 21,600.00	
790-70.07	STREET LIGHT CONCRETE FOOTING	EACH	87	\$ 1,616.00	\$ 140,592.00	EACH	87	\$ 2,700.00	\$ 234,900.00	
791-05.01	BORE/JACK 4 IN - STEEL CASING IPIE - UNCON.	L.F.	120	\$ 300.00	\$ 36,000.00	L.F.	120	\$ 975.00	\$ 117,000.00	
791-05.07	BORE/JACK 24 IN - STEEL CASING IPIE - UNCON.	L.F.	280	\$ 600.00	\$ 168,000.00	L.F.	280	\$ 1,400.00	\$ 392,000.00	
793-11.20	HANDHOLE 30INX48IN	EACH	61	\$ 1,906.00	\$ 116,266.00	EACH	61	\$ 4,620.00	\$ 281,820.00	
793-13.07	4IN SCHEDULE 40 PVC	L.F.	25310	\$ 29.00	\$ 733,990.00	L.F.	25310	\$ 17.00	\$ 430,270.00	
793-13.09	2IN SCHEDULE 40 PVC	L.F.	1870	\$ 20.00	\$ 37,400.00	L.F.	1870	\$ 6.60	\$ 12,342.00	
793-13.12	1 DUCT FORMATION @ 36IN DEPTH	L.F.	5140	\$ 30.00	\$ 154,200.00	L.F.	5140	\$ 14.00	\$ 71,960.00	
793-13.17	2 DUCT FORMATION @ 36IN DEPTH	L.F.	2975	\$ 40.00	\$ 119,000.00	L.F.	2975	\$ 20.50	\$ 60,987.50	
793-13.22	3 DUCT FORMATION @ 36IN DEPTH	L.F.	2545	\$ 62.00	\$ 157,790.00	L.F.	2545	\$ 27.00	\$ 68,715.00	
793-13.27	4 DUCT FORMATION @ 36IN DEPTH	L.F.	250	\$ 80.00	\$ 20,000.00	L.F.	250	\$ 32.00	\$ 8,000.00	
793-13.32	6 DUCT FORMATION @ 36IN DEPTH	L.F.	1350	\$ 120.00	\$ 162,000.00	L.F.	1350	\$ 45.00	\$ 60,750.00	
793-13.51	5 DUCT FORMATION @ 36IN DEPTH	L.F.	610	\$ 100.00	\$ 61,000.00	L.F.	610	\$ 44.00	\$ 26,840.00	
793-13.52	7 DUCT FORMATION @ 36IN DEPTH	L.F.	300	\$ 136.00	\$ 40,800.00	L.F.	300	\$ 67.00	\$ 20,100.00	
793-13.53	8 DUCT FORMATION @ 36IN DEPTH	L.F.	150	\$ 153.00	\$ 22,950.00	L.F.	150	\$ 76.00	\$ 11,400.00	
793-13.54	9 DUCT FORMATION @ 36IN DEPTH	L.F.	1075	\$ 179.00	\$ 192,425.00	L.F.	1075	\$ 61.50	\$ 66,112.50	
793-14.02	CONCRETE ENCASEMENT PER DUCT	L.F.	17765	\$ 18.50	\$ 328,652.50	L.F.	17765	\$ 32.00	\$ 568,480.00	
795-51.01	BOLLARD	EACH	8	\$ 1,176.00	\$ 9,408.00	EACH	8	\$ 1,110.00	\$ 8,880.00	
797-05.51	8" PVC GRAVITY SEWER (0FT-6FT DEPTH)	L.F.	56	\$ 92.00	\$ 5,152.00	L.F.	56	\$ 335.00	\$ 18,760.00	
797-05.67	18" PVC GRAVITY SEWER (0FT-6FT DEPTH)	L.F.	134	\$ 154.00	\$ 20,636.00	L.F.	134	\$ 373.00	\$ 49,982.00	
797-05.79	6" PVC GRAVITY SEWER (0FT-6FT DEPTH)	L.F.	250	\$ 92.00	\$ 23,000.00	L.F.	250	\$ 252.00	\$ 63,000.00	
801-03	WATER (SEEDING & SODDING)	M.G.	42	\$ 138.00	\$ 5,796.00	M.G.	42	\$ 55.00	\$ 2,310.00	
801-06.10	SHREDDED HARDWOOD MULCH(LANDSCAPING)	C.Y.	990	\$ 138.00	\$ 136,620.00	C.Y.	990	\$ 144.00	\$ 142,560.00	
802-01.10	TREES (SHADE)	EACH	90	\$ 973.00	\$ 87,570.00	EACH	90	\$ 3,900.00	\$ 351,000.00	
802-01.11	TREES (EVERGREEN)	EACH	6	\$ 460.00	\$ 2,760.00	EACH	6	\$ 442.00	\$ 2,652.00	
802-01.12	TREES (ORNAMENTAL)	EACH	27	\$ 555.00	\$ 14,985.00	EACH	27	\$ 533.00	\$ 14,391.00	
802-03.01	SHRUBS (SMALL EVRGREEN AND FLOWERING)	EACH	808	\$ 78.00	\$ 63,024.00	EACH	808	\$ 75.00	\$ 60,600.00	
802-04.70	GROUND COVER (PERENNIALS AND GRASSES)	EACH	6374	\$ 38.00	\$ 242,212.00	EACH	6374	\$ 34.00	\$ 216,716.00	
802-05.01	TEMPORARY TREE PROTECTION	EACH	10	\$ 100.00	\$ 1,000.00	EACH	10	\$ 1,550.00	\$ 15,500.00	
802-50.99	PLANTING SOIL	C.Y.	1050	\$ 92.00	\$ 96,600.00	C.Y.	1050	\$ 130.00	\$ 136,500.00	
803-01	SODDING (NEW SOD)	S.Y.	4396	\$ 18.00	\$ 79,128.00	S.Y.	4396	\$ 6.00	\$ 26,376.00	
920-10.04	BIKE LOOP	EACH	2	\$ 1,003.00	\$ 2,006.00	EACH	2	\$ 948.00	\$ 1,896.00	
920-11	8" HDPE PIPE	L.F.	1425	\$ 92.00	\$ 131,100.00	L.F.	1425	\$ 85.00	\$ 121,125.00	
920-11.04	DRAIN BASINS	EACH	38	\$ 2,100.00	\$ 79,800.00	EACH	38	\$ 2,500.00	\$ 95,000.00	
920-12	TRENCH DRAINS WITH ADA COMPLIANT PEDESTRIAN GRATE)	LF	262	\$ 389.00	\$ 101,918.00	LF	262	\$ 450.00	\$ 117,900.00	
920-12.01	DECORATIVE CROSSWALK	SF	5476	\$ 10.00	\$ 54,760.00	SF	5476	\$ 45.00	\$ 246,420.00	
920-13	5IN DIA PVC PIPE	L.F.	1500	\$ 35.00	\$ 52,500.00	L.F.	1500	\$ 44.00	\$ 66,000.00	
920-14	CONCRETE HEADER CURB (PLANTERS)	L.F.	550	\$ 35.50	\$ 19,525.00	L.F.	550	\$ 62.00	\$ 34,100.00	
920-14.01	CONCRETE PAVERS	S.F.	7400	\$ 17.38	\$ 128,612.00	S.F.	7400	\$ 16.00	\$ 118,400.00	
920-14.03	PEA GRAVEL	C.Y.	7	\$ 100.00	\$ 700.00	C.Y.	7	\$ 1,390.00	\$ 9,730.00	

BID TABULATION
MAIN STREET KINGSPORT REBUILD AND STREETScape
KINGSPORT, TN
PIN: 123325.00

		Pave-Well Paving Co.			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
		Roadway Subtotal			\$ 14,275,142.18
	WATER ITEMS				
795-01.01	4IN DIP RESTRAINED JOINT WATER LINE	LF	20	\$ 188.00	\$ 3,760.00
795-01.02	4IN DIP SLIP JOINT WATER LINE	LF	10	\$ 188.00	\$ 1,880.00
795-01.03	6IN DIP RESTRAINED JOINT WATER LINE	LF	185	\$ 188.00	\$ 34,780.00
795-01.04	6IN DIP SLIP JOINT WATER LINE	L.F.	10	\$ 188.00	\$ 1,880.00
795-01.05	8IN DIP RESTRAINED JOINT WATER LINE	L.F.	2650	\$ 188.00	\$ 498,200.00
795-01.06	8IN DIP SLIP JOINT WATER LINE	L.F.	2435	\$ 178.00	\$ 433,430.00
795-05.65	BORE/JACK 16IN STEEL CASING PIPE-UNCON.	L.F.	110	\$ 495.00	\$ 54,450.00
795-06.03	CONNECT TO 4IN WATER LINE	EACH	4	\$ 7,158.00	\$ 28,632.00
795-06.04	CONNECT TO 6IN WATER LINE	EACH	1	\$ 7,360.00	\$ 7,360.00
795-06.05	CONNECT TO 8IN WATER LINE	EACH	4	\$ 7,621.00	\$ 30,484.00
795-06.32	CUT AND CAP 4IN WATER LINE	EACH	3	\$ 3,424.00	\$ 10,272.00
795-06.33	CUT AND CAP 6IN WATER LINE	EACH	5	\$ 3,453.00	\$ 17,265.00
795-06.34	CUT AND CAP 8IN WATER LINE	EACH	2	\$ 3,510.00	\$ 7,020.00
795-06.36	CUT AND CAP 10IN WATER LINE	EACH	1	\$ 3,594.00	\$ 3,594.00
795-06.46	CUT AND CAP 11IN WATER LINE	EACH	1	\$ 3,358.00	\$ 3,358.00
795-07.01	4IN X 4IN TAPPING SLEEVE AND VALVE	EACH	4	\$ 12,720.00	\$ 50,880.00
795-07.03	6IN X 6IN TAPPING SLEEVE AND VALVE	EACH	4	\$ 11,688.00	\$ 46,752.00
795-07.06	8IN X 8IN TAPPING SLEEVE AND VALVE	EACH	1	\$ 13,345.00	\$ 13,345.00
795-07.09	10IN X 8IN TAPPING SLEEVE AND VALVE	EACH	1	\$ 14,094.00	\$ 14,094.00
795-08.05	8IN GATE VALVE ASSEMBLY	EACH	33	\$ 3,921.00	\$ 129,393.00
795-09.12	2IN COPPER SERVICE PIPE	LF	250	\$ 264.00	\$ 66,000.00
795-09.29	1IN COPPER SERVICE PIPE	LF	210	\$ 248.00	\$ 52,080.00
795-09.58	4IN DIP SERVICE PIPE	LF	160	\$ 295.00	\$ 47,200.00
795-09.59	6IN DIP SERVICE PIPE	LF	100	\$ 280.00	\$ 28,000.00
795-09.75	5/8IN COPPER SERVICE PIPE	LF	900	\$ 135.00	\$ 121,500.00
795-10.03	1IN AUTO AIR RELEASE VALVE ASSEMBLY	EACH	3	\$ 8,244.00	\$ 24,732.00
795-11.02	FIRE HYDRANT ASSEMBLY	EACH	10	\$ 11,949.00	\$ 119,490.00
795-12.01	REMOVE FIRE HYDRANT	EACH	9	\$ 1,995.00	\$ 17,955.00
795-12.03	PIPE GROUTING	LS	1	\$ 15,000.00	\$ 15,000.00
795-12.08	REMOVE WATER METER	EACH	45	\$ 665.00	\$ 29,925.00
795-20.90	WATER METER BOX (11IN X 18IN)	EACH	32	\$ 2,643.00	\$ 84,576.00
795-20.91	WATER METER BOX (17IN X 30IN)	EACH	9	\$ 4,706.00	\$ 42,354.00
795-20.92	WATER METER BOX (30IN X 48IN)	EACH	6	\$ 3,106.00	\$ 18,636.00
797-12.10	2IN HDPE CASING OPEN CUT	LF	621	\$ 33.00	\$ 20,493.00
797-12.11	4IN HDPE CASING OPEN CUT	LF	146	\$ 50.00	\$ 7,300.00
		Subtotal Water			\$ 2,086,070.00
	SEWER ITEMS				
797-05.45	10IN CURED IN PLACE PIPE (CIPP)	LF	50	\$ 232.00	\$ 11,600.00
797-05.46	12IN CURED IN PLACE PIPE (CIPP)	LF	365	\$ 118.00	\$ 43,070.00
797-05.49	CIPP LABORATORY TESTING	LS	1	\$ 1,200.00	\$ 1,200.00
797-05.56	10IN PVC GRAVITY SEWER 6FT-12FT DEPTH	LF	1090	\$ 361.00	\$ 393,490.00
797-07.01	48IN MANHOLE 0FT-4FT DEPTH	EACH	1	\$ 10,230.00	\$ 10,230.00
797-07.02	48IN MANHOLE 4FT-6FT DEPTH	EACH	5	\$ 12,625.00	\$ 63,125.00
797-07.03	48IN MANHOLE 6FT-8FT DEPTH	EACH	6	\$ 14,917.00	\$ 89,502.00
797-07.80	REMOVE SEWER MANHOLE	EACH	11	\$ 3,608.00	\$ 39,688.00

Summers-Taylor, Inc.				
UNIT	QUANTITY	UNIT COST	TOTAL COST	
Roadway Subtotal			\$	14,905,670.00
LF	20	\$ 202.00	\$	4,040.00
LF	10	\$ 196.00	\$	1,960.00
LF	185	\$ 173.00	\$	32,005.00
L.F.	10	\$ 185.00	\$	1,850.00
L.F.	2650	\$ 150.00	\$	397,500.00
L.F.	2435	\$ 127.00	\$	309,245.00
L.F.	110	\$ 1,060.00	\$	116,600.00
EACH	4	\$ 3,580.00	\$	14,320.00
EACH	1	\$ 6,040.00	\$	6,040.00
EACH	4	\$ 2,970.00	\$	11,880.00
EACH	3	\$ 115.00	\$	345.00
EACH	5	\$ 202.00	\$	1,010.00
EACH	2	\$ 288.00	\$	576.00
EACH	1	\$ 427.00	\$	427.00
EACH	1	\$ 11.50	\$	11.50
EACH	4	\$ 13,800.00	\$	55,200.00
EACH	4	\$ 15,000.00	\$	60,000.00
EACH	1	\$ 17,300.00	\$	17,300.00
EACH	1	\$ 21,600.00	\$	21,600.00
EACH	33	\$ 2,800.00	\$	92,400.00
LF	250	\$ 105.00	\$	26,250.00
LF	210	\$ 85.50	\$	17,955.00
LF	160	\$ 127.00	\$	20,320.00
LF	100	\$ 138.00	\$	13,800.00
LF	900	\$ 74.00	\$	66,600.00
EACH	3	\$ 3,700.00	\$	11,100.00
EACH	10	\$ 9,590.00	\$	95,900.00
EACH	9	\$ 277.00	\$	2,493.00
LS	1	\$ 35,800.00	\$	35,800.00
EACH	45	\$ 277.00	\$	12,465.00
EACH	32	\$ 1,620.00	\$	51,840.00
EACH	9	\$ 1,750.00	\$	15,750.00
EACH	6	\$ 2,970.00	\$	17,820.00
LF	621	\$ 92.50	\$	57,442.50
LF	146	\$ 110.00	\$	16,060.00
Subtotal Water			\$	1,605,905.00
LF	50	\$ 212.00	\$	10,600.00
LF	365	\$ 108.00	\$	39,420.00
LS	1	\$ 1,100.00	\$	1,100.00
LF	1090	\$ 265.00	\$	288,850.00
EACH	1	\$ 7,940.00	\$	7,940.00
EACH	5	\$ 8,530.00	\$	42,650.00
EACH	6	\$ 8,190.00	\$	49,140.00
EACH	11	\$ 115.00	\$	1,265.00

BID TABULATION
MAIN STREET KINGSPORT REBUILD AND STREETScape
KINGSPORT, TN
PIN: 123325.00

		Pave-Well Paving Co.				Summers-Taylor, Inc.				FOOTNOTE
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT	QUANTITY	UNIT COST	TOTAL COST	
797-07.87	PIPE BURST OF EXISTING 6" SEWER TO 8" HDPE	LF	60	\$ 380.00	\$ 22,800.00	LF	60	\$ 347.00	\$ 20,820.00	
797-07.88	PIPE BURST OF EXISTING 8" SEWER TO 8" HDPE	LF	130	\$ 216.00	\$ 28,080.00	LF	130	\$ 197.00	\$ 25,610.00	
797-07.89	PIPE BURST OF EXISTING 12" SEWER TO 12" HDPE	LF	275	\$ 200.00	\$ 55,000.00	LF	275	\$ 182.00	\$ 50,050.00	
797-08.05	6" PVC PIPE FOR SEWER LATERAL	LF	1782	\$ 193.00	\$ 343,926.00	LF	1782	\$ 185.00	\$ 329,670.00	
797-08.08	6" CLEAN OUT ASSEMBLY	EACH	52	\$ 1,340.00	\$ 69,680.00	EACH	52	\$ 773.00	\$ 40,196.00	
797-09.45	CUT AND CAP 12IN GRAVITY	EACH	1	\$ 10,000.00	\$ 10,000.00	EACH	1	\$ 2,420.00	\$ 2,420.00	
797-10.06	CONNECT 6" LATERAL TO SEWER LINE	EACH	52	\$ 2,013.00	\$ 104,676.00	EACH	52	\$ 577.00	\$ 30,004.00	
797-10.08	CONNECT EX. 6IN SEWER TO NEW MANHOLE	EACH	1	\$ 2,750.00	\$ 2,750.00	EACH	1	\$ 1,850.00	\$ 1,850.00	
797-10.09	CONNECT EX. 8IN SEWER TO NEW MANHOLE	EACH	7	\$ 2,750.00	\$ 19,250.00	EACH	7	\$ 1,950.00	\$ 13,650.00	
797-10.10	CONNECT EX. 10-18IN SEWER TO NEW MANHOLE	EACH	1	\$ 2,750.00	\$ 2,750.00	EACH	1	\$ 2,930.00	\$ 2,930.00	
797-11.04	12IN POINT REPAIR	LF	20	\$ 500.00	\$ 10,000.00	LF	20	\$ 692.00	\$ 13,840.00	
797-11.38	BYPASS PUMPING	LS	1	\$ 178,000.00	\$ 178,000.00	LS	1	\$ 126,900.00	\$ 126,900.00	
Subtotal Sanitary Sewer				\$ 1,498,817.00		Subtotal Sanitary Sewer				\$ 1,098,905.00
					\$ 17,860,029.18					\$ 17,610,480.00

FOOTNOTES

1 The Bid Form indicated a total of \$104,400 for Item No. 710-02, which is a discrepancy of \$71,280.00.

2 The Bid Form indicated a Roadway Subtotal of \$14,834,390 , which is a discrepancy of \$71,280.00 as a result of Item 710-02.

3 Two numbers in the total for Item 795-12.08 were transposed on the Bid Form. This discrepancy does not impact the calculated Water Subtotal.

4 The Bid Form indicated a Project Total of \$17,539,200 , which is a discrepancy of \$71,280.00 as a result of Item 710-02.



PUBLIC WORKS DEPARTMENT
City of Kingsport, Tennessee

415 Broad Street
Kingsport, TN 37660
Phone: 423-224-2748
Fax: 423-229-9473

Date: May 18, 2022

Taylor Lee
Office of Local Programs
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243

Re: Main Street Kingsport Rebuild and Streetscape
City of Kingsport, Sullivan County, Tennessee
PIN 123325.00

Dear Mr. Lee:

This letter is in response to bids received by the City of Kingsport for the above referenced project. The City of Kingsport held the bid opening for this project on April 28th, 2022 with bids received of \$17,539,200.00 (with corrections \$17,610,480) and \$17,860,029.18.

After review of the bids and discussion among City staff and our engineering consultants, I would like to request TDOT's concurrence to accept the low bid of \$17,610,480.00 submitted by Summers-Taylor, Inc. The Roadway portion of this bid is \$14,905,670.00 with the water and sewer portions being betterment and 100% paid for by the City of Kingsport's Water Services Division. With TDOT's concurrence, we will then like to proceed with awarding this project.

Sincerely,

A handwritten signature in blue ink that reads "Michael N. Thompson".

Michael N. Thompson, P.E.
Public Works Director
City of Kingsport, TN



AGENDA ACTION FORM

A Resolution to Approve the 2022/2023 Annual Action Plan for the Community Development Block Grant

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

Action Form No.: AF-186-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Jessica McMurray
 Presentation By: J. McMurray

Recommendation:

Approve the resolution.

Executive Summary:

In order to receive Community Development Block Grant funds, the City of Kingsport must submit an Annual Action Plan that describes the strategies, objectives, projects, and activities for funding under the program. For Fiscal Year 2022/2023, the City of Kingsport must approve an Action Plan utilizing **\$415,412.00** (2022 Annual Allocation) of CDBG funds to be used in the 2022/2023 Program Year. Attached to this action form is a summary of proposed activities of the 2022 Annual Action Plan, including recommendations for funding under the CDBG program.

The attached plan represents the second year of the 5-year Consolidated Plan for Housing and Community Development (Con Plan) and was developed to provide funding for the various projects outlined in the 2020 Con Plan. The projects and funding recommendations address the goals and priorities of the Con Plan. The projects and activities also comply with the CDBG program requirements outlined in Department of Housing and Urban Development (HUD) regulations.

The attached resolution approves the Action Plan and authorizes the mayor to execute all necessary documents to apply for and receive CDBG funds.

Attachments:

1. Resolution
2. Annual Action Plan Summary
3. SF 424 – Application for Federal Assistance w/ certifications

Funding source appropriate and funds are available: *pm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2022 – 2023 ANNUAL ACTION PLAN, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2023, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Kingsport wishes to submit Community Development Block Grant 2022 – 2023 HUD Annual Action Plan, to the U. S. Department of Housing and Urban Development for program year 2022 - 2023 for the CDBG annual allocation of funds in the amount of \$415,412; and

WHEREAS, a public hearing was held on April 5, 2022, prior to the adoption of this resolution; and

WHEREAS, notice of the proposed plan was publicly advertised for a thirty day public comment period ending May 13, 2022; and

WHEREAS, staff received no public comments relative to the Annual Action Plan and recommend the plan be approved by the board.

Now therefore,

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

SECTION I. That the Community Development Block Grant 2022 – HUD Action Plan found on the city's website at <https://www.kingsporttn.gov/cdbg-program-documents> 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, all documents necessary and proper to apply for and receive Community Development Block Grant funding for fiscal year 2023, through the U. S. Department of Housing and Urban Development and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Community Development Action Plan

FY 2022-2023

Proposed Project Descriptions

Safe, Decent, Affordable Housing - Kingsport Alliance for Housing Revitalization (KAHR) –

KAHR provides emergency home repair assistance to low and moderate-income homeowners citywide in order to safeguard against imminent danger to human life, health, or safety, or to protect the property from further structural damage or structural collapse. In FY 2022/2023, Community Development proposes to utilize the following CDBG funds in the KAHR program:

Rehabilitation/Emergency Repair:

2022 Allocation - \$175,000

\$150,000 Homeowner Grants

\$25,000 - Rehab Admin

Public Services - Enrichment & Community Programs –

For 2022/2023, Community Development proposes to fund the Community Programs line item at \$62,311, federal regulations cap this funding at 15%.

Community Development proposes to utilize \$25,000 of CDBG funding to continue our partnership with the United Way of Kingsport to support a Homeless Liaison position. The United Way Homeless Liaison provides referral and housing services and well-resourced path to self-sufficiency for individuals experiencing homelessness.

Community Development proposes to utilize approximately \$37,311 of CDBG funding to local non-profit organizations which address the educational, advocacy, employment, health, safety and economic opportunity needs of extremely-low, low and moderate income persons and families and subgroups within in the City of Kingsport. The City of Kingsport will advertise funding availability to the public for Community Enrichment Programs. The Community Development Advisory Committee will review proposals and award the highest scoring non-profit organizations to serve the needs of LMI persons in the city.

Community Development Program grants are administered through subrecipient agreements prescribed by the U. S. Department of Housing and Urban Development (HUD) and monitored by the Community Development office. Upon approval of the overall funding allocation by the Board of Mayor and Aldermen, the Community Development Advisory Committee will review applications from various agencies and recommend funding agreements to the BMA. These agreements will be presented to the BMA after approval of CDBG funding by HUD.

Code Enforcement –

The Mayor's One Kingsport Summit recommended several action plan emphases to improve the Kingsport community in various target themes. Among these themes was the area of housing. The housing study committee has put forward a number of priorities for housing in the city, which spans the spectrum from affordable housing to up-scale market rate housing. One emphasis involved in housing is strengthening the City's Code Enforcement program. Since a substantial amount of code enforcement effort for the City is relative to lower income housing, the Advisory Committee recommended allocating \$50,000 for the City's Code Enforcement program. Funds are used to bolster the City's code enforcement inspections and review activities.

Demolition -

Community Development proposes to utilize \$41,080.00 in carryover from 2020 for the demolition of dilapidated, vacant properties identified through the City's Codes Enforcement program. The City of Kingsport will collaborate with a local community based organization to carry out this project. These sites will be used for the future development of affordable housing. The Community Development Advisory Committee will review proposals through a competitive funding application process and award the highest scoring non-profit organizations to serve the needs of LMI persons in the city and recommend funding agreements to the BMA. These agreements will be presented to the BMA after approval of CDBG funding by HUD.

Neighborhood Improvements /Public Facilities

CDBG will provide funding to support the Neighborhood & Public Facility Improvement Projects in an effort to revitalize and improve the safety and wellbeing of the community. Activities will include, but are not limited to neighborhood cleanup, crime watch, etc. Funding may also be used for other public facility improvements throughout the city in LMI areas. Neighborhood Improvement include prior year fund from 2020 Kingsport CDBG Carryover: Approx. \$1,054 and 2018 Kingsport CDBG Carryover: Approx. \$1,090

HOPE VI/Section 108 Loan –

For Program Year 2022, Community Development proposes to allocate \$70,000 for repayment of a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. In 2007, the City applied for \$856,000 Section 108 Loan to fund acquisition or real property, demolition of existing structures and/or infrastructure improvements in the Riverview Neighborhood as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. Community Development has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

Administration –

For Program Year 2022, Community Development proposes an administration budget of \$58,101. These funds provide staffing and necessary office expenses for the overall administration of the CDBG

program, including the addition of shared costs of a Grants Accountant in the Finance Department. Administration funds are also utilized for Fair Housing Activities. Approximately \$80,000 in administrative funding will carry over from program year 2021.

2022 COMMUNITY DEVELOPMENT BLOCK GRANT

CDBG

2022-2023 Allocation	% of Funds:	\$ 415,412.00	Program Income:	CD23 2022 Allocated:	CD22 2021 Carry Over:	CD21 2020 Carry Over:	CD19 2018 Carry Over:	Totals:
KASH Program - Rehabilitation and Emergency Repair	42%	\$ 2,000.00	\$ 175,000.00	\$ 175,000.00	\$ -	\$ -	\$ -	\$ 177,000.00
In-House (\$25,000 Admin)			\$ 100,000.00	\$ 100,000.00				
Competitive Funding Round			\$ 75,000.00	\$ 75,000.00				
Public Services:	15%		\$ 82,311.00	\$ 82,311.00	\$ -	\$ -	\$ -	\$ 82,311.00
United Way	0%		\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
Competitive Funding Round	0%		\$ 37,311.00	\$ 37,311.00	\$ -	\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOPE VI/108 Loan	17%		\$ 70,000.00	\$ 70,000.00	\$ -	\$ -	\$ -	\$ 70,000.00
Program Administration	14%		\$ 58,101.00	\$ 58,101.00	\$ 40,000.00	\$ -	\$ -	\$ 98,101.00
Code Enforcement	12%		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ -	\$ 130,000.00
Demolition - Safe, Decent Housing	10%		\$ -	\$ -	\$ -	\$ 41,000.00	\$ -	\$ 41,000.00
Neighborhood Improvements /Public facilities	1%		\$ -	\$ -	\$ -	\$ 1,054.00	\$ 1,054.00	\$ 2,108.00
Totals:			\$ 415,412.00	\$ 415,412.00	\$ 130,000.00	\$ 72,170.00	\$ 2,054.00	\$ 619,636.00
					Total Carryover:	\$ 203,224.00		
Low Mod %		86%						

A full copy of the CDBG 2022 Annual Action Plan is available on the City of Kingsport Community Development Website at

<https://www.kingsporttn.gov/cdbg-program-documents/>

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

07/01/2022

4. Applicant Identifier:

CUBG

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-22-MC-47-0004

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Kingsport

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

62-60000323

*** c. UEI:**

079027579000

d. Address:

* Street1: 415 Broad Street

Street2:

* City:

Kingsport

County/Parish:

Sullivan

* State:

TN: Tennessee

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

37660-4265

e. Organizational Unit:

Department Name:

Community Development

Division Name:

Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

* First Name:

Jessica

Middle Name:

* Last Name:

McMurray

Suffix:

Title:

Community Development Planner

Organizational Affiliation:

City of Kingsport, TN

* Telephone Number:

423-224-2877

Fax Number:

* Email:

jessicamcmurray@kingsport.com

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:****11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed

17. Proposed Project:* a Start Date: * b End Date: **18. Estimated Funding (\$):*** a Federal * b Applicant * c. State * d Local * e. Other * f. Program Income * g TOTAL *** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	TITLE <div style="border: 1px solid black; padding: 2px;">Mayor, City of Kingsport</div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px;">City of Kingsport, TN</div>	DATE SUBMITTED <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Mayor, City of Kingsport

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Mayor, City of Kingsport

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Mayor, City of Kingsport
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.



AGENDA ACTION FORM

A Resolution Releasing the City from the Agreement and Mortgage with the Economic Development Administration for the Regional Center for Applied Technology Without Compensation

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

Action Form No.: AF-195-2022
Work Session: June 20, 2022
First Reading: N/A

Final Adoption: June 21, 2022
Staff Work By: Bart Rowlett, Chris Campbell
Presentation By: C. McCartt

Recommendation:

Approve the resolution.

Executive Summary:

In 2001, the City of Kingsport received a grant from the U.S. Economic Development Administration in the amount of \$386,500.00 for making improvements and renovations to the Regional Center for Applied Technology (RCAT). After 20 years, the grant terms have been met and the City can now request a release of the Agreement and Mortgage from EDA without compensation. The plan is for the facility to continue as an education and training facility in the foreseeable future.

Attachments:

1. Resolution
2. EDA Agreement and Mortgage

Funding source appropriate and funds are available: *Jan*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF INTENT OF RECEIVING A RELEASE FROM THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE REGIONAL CENTER FOR APPLIED TECHNOLOGY AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF INTENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF INTENT AND THIS RESOLUTION

WHEREAS, in 2001, the city received a grant from the U.S. Economic Development Administration in the amount of \$386,500.00, for making improvements and renovations to the Regional Center for Applied Technology (RCAT) (Resolution No. 2002-020); and

WHEREAS, after 20 years, the grant terms have been met and the city can now request a release of the Agreement and Mortgage from EDA without compensation, with the plan to continue as an education and training facility in the foreseeable future; and

WHEREAS, the city would like to notify the U.S. Economic Development Administration of its intention to receive a release by letter executed by the Mayor.

Now therefore,

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

SECTION I. That a letter of intent to receive a release from the U.S. Economic Development Administration, 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 letter of intent to receive a release from the U.S. Economic Development Administration, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

Mr. H. Philip Paradice, Jr.
Regional Director
U.S. Economic Development Administration
Suite 1820
401 W. Peachtree St. N.W.
Atlanta GA 30308-3510

Dear Mr. Paradice:

This letter is to notify you that the City of Kingsport, Tennessee is requesting a release without compensation of the Agreement & Mortgage placed on the Regional Center for Applied Technology renovated with EDA funds (see attached document). The EDA project number is 04-01-0-4868 and the Award Date is August 2, 2001.

The plan is to continue using the facility as an education and training facility in the foreseeable future.

The attorney for City of Kingsport is:

Rodney B. Rowett, III
City Attorney
City of Kingsport
415 Broad Street, Ste 333

Kingsport, Tennessee 37660
423-229-9464

Thank you for consideration of this request. Please contact me if you have any questions.
[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 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

09104

MARY LOU DUNCAN
REGISTER OF DEEDS
SULLIVAN COUNTY, TENNESSEE
8-29-2002 TIME 1:25
BOOK 1809C PAGE 665
TAX CCF 2
FEE 25.00 TOTAL 27.00
RECEIPT NO. 305785-001

BOOK 1809C PAGE 665

AGREEMENT AND MORTGAGE

WHEREAS, The City of Kingsport, Tennessee (hereinafter called "Mortgagor") has applied to, received and accepted from the United States Department of Commerce, Economic Development Administration (EDA) a grant in the amount of Three Hundred Eighty Six Thousand Five Hundred Dollars (\$386,500 Grant Amount) pursuant to a Financial Assistance Award dated August 22, 2001, and bearing EDA Award No. 04-01-0-4868 (the Project); and

WHEREAS, the total EDA project is estimated to cost \$483,125; and

WHEREAS, pursuant to the application filed by Mortgagor requesting said grant and pursuant to the Financial Assistance Award, the Grant Amount is to be used for the purpose of making improvements consisting of renovation of a building for use as a workforce development center on the real property described in Exhibit "A", attached hereto and made a part hereof (the Property); and

WHEREAS, the Federal Transit Administration (FTA) has previously made a \$336,000 grant for the design/construction/renovation of the building(s) now situated on the real property described in Exhibit "A"; and

WHEREAS, any transfer or conveyance of a project by an EDA Recipient must have the prior written approval of EDA. However, EDA, under authority of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. Section 3121, is not authorized to permit transfer or conveyance of a project to parties which are not eligible to receive EDA grants unless EDA is repaid its share of the fair market value of the project or unless the authorized purpose of the EDA grant is to develop land in order to lease it for a specific use, in which case EDA may authorize a lease of the project if certain conditions are met; and

WHEREAS, the aforesaid grant from EDA provides that the authorized purpose for which the Grant Amount may be used is to develop and improve the Property in order to lease it for a specific use while further providing, *inter alia*, that Mortgagor will not sell, mortgage, or otherwise use or alienate any right to, or interest in the Property, (other than by a lease which has been previously approved by EDA), or use the Property for purposes other than and different from those purposes set forth in the Financial Assistance Award and the application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR Part 314, 15 CFR Part 24 or by Office of Management and Budget Circular A-110, Attachment N, (the OMB Circular); and

WHEREAS, at this time, Mortgagor and EDA desire to establish a value for EDA's share of the Project plus the \$336,000 previously disbursed by FTA in the event that the Property is used, transferred or alienated in violation of the Financial Assistance Award, applicable OMB Circular, 13 CFR Part 314 or 15 CFR Part 24;

THIS INSTRUMENT PREPARED BY:
JERRY C. FOSTER, REGIONAL COUNSEL, EDA
401 W. PEACHTREE STREET, N. W., SUITE 1820
ATLANTA, GEORGIA 30308-3510

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage on said Property to secure a debt that shall become due and payable by Mortgagor to EDA upon the use, transfer or alienation of the Property in violation of the Financial Assistance Award or in violation of the regulations set forth in 13 CFR Part 314, 15 CFR Part 24 or the applicable OMB Circular, as such Financial Assistance Award, regulations or Circular may be amended from time to time; provided, however, that the lien and encumbrance of this AGREEMENT AND MORTGAGE shall terminate and be of no further force and effect 20 years from the date hereof, which period of years has been established as the useful life of the improvements to the Property. The amount of the lien, encumbrance and debt created by this Agreement shall be the Grant Amount or the amount actually disbursed or an amount determined pursuant to 13 CFR Part 314 plus the \$336,000 heretofore disbursed by FTA as herein above mentioned. Mortgagor does hereby acknowledge that said debt shall accrue and be due and payable upon any use, transfer, or alienation prohibited by the Financial Assistance Award, applicable OMB Circular, 13 CFR Part 314 or 15 CFR Part 24, and does, moreover, agree that such debt shall be extinguished only through the full payment thereof to the United States.

Mortgagor further covenants and agrees as follows:

1. Lease of Property:

If the Grant Application and Financial Assistance Award authorizes Mortgagor to lease the Property, each lease arrangement shall be subject to the prior written approval of EDA. Prior to EDA granting said approval, it must be satisfied *inter alia*, that said lease arrangement is consistent with the authorized general and special purpose of the grant; that said lease arrangement will provide adequate employment and economic benefits for the area in which the Property is located; that said lease arrangement is consistent with EDA policies concerning, but not limited to, non-discrimination, nonrelocation and excessive profits and that the proposed Lessee is providing adequate compensation to Mortgagor for said lease. Any Lease Agreement entered into by Mortgagor of the Property shall be subordinate, junior and inferior to this AGREEMENT AND MORTGAGE.

2. Charges; Liens:

Mortgagor shall protect the title and possession of the Property, pay when due all taxes, assessments, and other charges, fines and impositions now existing or hereafter levied or assessed upon the Property and preserve and maintain the priority of the lien hereby created on the Property including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon the Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage". The amount of insurance shall be the full insurable value of said improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its fair share. EDA's fair share shall be a percentage of said insurance proceeds equal to its grant percentage in the total cost of the grant program for which the damaged or destroyed real property was acquired or improved.

4. Preservation and Maintenance of the Property:

Mortgagor shall keep the Property in good condition and repair and shall not permit or commit any waste, impairment, or deterioration of the Property.

5. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of the Property.

6. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for its fair share. EDA's fair share shall be a percentage of said condemnation proceeds equal to its grant percentage in the total cost of the grant program for which the condemned property was acquired or improved.

7. Forbearance by EDA Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise affordable by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder.

8. Recording of Mortgage - Mortgagor's Copy:

Mortgagor shall record this AGREEMENT AND MORTGAGE in the County where the Property is located, thereby securing to EDA an estate in the Property. Mortgagor shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation thereof.

9. Remedies Cumulative:

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

10. Notice:

Any Notice from EDA to Mortgagor provided for in this Mortgage shall be mailed by certified mail to Mortgagor's last known address or at such address as Mortgagor may designate to EDA by certified mail to EDA's address, except for any Notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage.

11. Remedies:

Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this AGREEMENT AND MORTGAGE, EDA, its designees, successors or assigns may declare the entire indebtedness secured hereby immediately due, payable and collectible. This AGREEMENT AND MORTGAGE may be enforced by the Secretary of Commerce of the United States of America, the Assistant Secretary of Commerce for Economic Development or their designees, successors or assigns, by and through a foreclosure action brought either in a United States District Court, or in any State Court having jurisdiction, but such action shall not be deemed to be a waiver of the aforesaid debt or of any possible further or additional action to recover repayment thereof.

After any breach on the part of Mortgagor, EDA, its designees, successors or assigns shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property, and with such other powers as may be deemed necessary.

12. Governing Law; Severability:

BOOK 1809C PAGE 668

This AGREEMENT AND MORTGAGE shall be governed by applicable Federal law and nothing contained herein shall be construed to limit the rights the EDA, its designees, successors or assigns is entitled to under applicable Federal law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on this the 27th day of August, 2002.

ATTEST:

City of Kingsport, Tennessee
Mortgagor

By: [Signature]
Title: Deputy City Recorder

By: [Signature]
Its: JEANETTE D. BLAZER, MAYOR

Approved: [Signature]
Attorney for Mortgagor

STATE OF TENNESSEE

COUNTY OF Sullivan

Before me, Carol D. Robinson, a Notary Public of the State and County aforesaid, personally appeared Jeanette Blazer, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, the within named bargainor, and that he as such Mayor, executed the foregoing instrument for the purpose therein contained, by signing the name of the City of Kingsport by himself as Mayor.

Witness my hand and seal, at office in Kingsport, this 27th day of August, 2002.

Carol D. Robinson
Notary Public

My Commission Expires January 2007



Exhibit A BOOK 1809C PAGE 669

Situated in the 11th Civil District of Sullivan County, Tennessee, in the City of Kingsport, Tennessee and being described as follows:

Beginning on a PK Nail in the intersection of the easterly right-of-way lines of Clay Street and the northerly right-of-way line of Main Street. Thence with the easterly right-of-way line of Clay Street N 34° 32' 18" E 150.09 feet to a PK Nail, said PK Nail being in the intersection of easterly right-of-way of Clay Street and the southerly right-of-way line of a twenty foot alley. Thence leaving the easterly right-of-way line of Clay Street and proceeding with the southerly right-of-way line of the alley S 55° 36' 25" E 136.00 feet to an iron pin, said iron pin being a common corner to Fred L. Cason and the property herein described. Thence leaving the southerly right-of-way line of the alley and proceeding with the line of Cason S 34° 32' 18" W for a distance of 150.09 feet to a PK Nail, said PK Nail being in the northerly right-of-way of Main Street. Thence leaving the line of Cason and proceeding with the northerly right-of-way line of Main Street N 55° 36' 25" W for a distance of 136.00 feet to the point of beginning. Containing 0.47 acres more or less.

And being the same property conveyed to the City of Kingsport by warranty deed of Fred L. Cason, and wife Mary Lou Cason and Wayne G. Basler dated August 7, 1998, and recorded in Deed Book 1342C, page 76, in the office of the Register of Deeds for Sullivan County, Tennessee, to which reference is here made.

Sullivan County, Tenn. Register of Deeds: Received for record on the 29 day of August 1998 at 1:25 PM. Noted in Note Book 52 Page 104
Mary Lou Duncan
Register



AGENDA ACTION FORM

A Resolution Awarding a Contract for the Kingsport City Schools Surveillance Camera Upgrade Project to Central Technologies

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

Action Form No.: AF-181-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

A request for proposals was advertised for the surveillance camera system upgrade project for Kingsport City Schools. Proposals were opened May 3, 2022 and four valid responses were received. After reviewing the proposals submitted, the administration desires to enter into a contract with Central Technologies for the Surveillance Camera System Upgrade based on lowest cost and prior experience with both Central Technologies and Systems Integration.

Staff recommends the board award the contract to Central Technologies for the base bid amount of \$180,713.88 and the Robinson Middle School component of alternate bid 1 to replace the cameras at Robinson Middle School for a total contract amount of approximately \$249,144.87.

Funding for this project will come from the School Security/Technology Upgrades Project and FY22 Safe Schools Funds.

The Board of Education approved entering into an agreement with Central Technologies, Inc., for the Surveillance Camera System Upgrade Project on June 14, 2022.

Attachments:

1. Resolution
2. Bid Tab

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING A CONTRACT FOR THE KINGSFORT CITY SCHOOLS SURVEILLANCE CAMERA UPGRADE PROJECT TO CENTRAL TECHNOLOGIES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, proposals were opened May 3, 2022, for the Kingsport City Schools Surveillance Camera Upgrade Project; and

WHEREAS, upon review of the proposals, the board finds Central Technologies, Inc. is the lowest responsible compliant respondent meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase replacement cameras from Central Technologies, Inc., at a base bid amount of \$180,713.88 and the Robinson Middle School component of alternate bid 1 to replace the cameras at Robinson Middle School for a total contract amount of approximately \$249,144.87; and

WHEREAS, the Board of Education approved this action on June 14, 2022.

Now therefore,

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

SECTION I. That the base bid and the Robinson Middle School component of Alternate 1 of the Surveillance Camera System Upgrade Project be awarded to Central Technologies, Inc.,

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 Central Technologies Inc., for the base bid and the Robinson Middle School component of Alternate 1 and all documents necessary and proper, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the 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 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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

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

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

The Procurement Manager opened with the following bids:

Kingsport City Schools Surveillance Camera System Upgrade	
Vendor:	
Central Technologies, Inc.	
Tele-Optics, Inc.	
Building Systems Technology	
Systems Integrations	

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



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute All Necessary Documents for Third Party Administration Claim Services for the City and School System

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

Action Form No.: AF-154-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: John Burkholder
 Presentation By: J. Burkholder

Recommendation:

Approve the resolution.

Executive Summary:

The City has self-insured its workers' compensation program for employees of the government and the schools for over twenty-five years. An outside vendor provides Third Party Administration claim services. The contract with the current vendor expires on July 1, 2022.

The City recently advertised a Request for Proposal for Third Party Administration claim services. Four firms submitted responses and one was rejected as non-responsive. The Cannon Cochran Management Services, Inc., (CCMSI) proposal best matched the identified needs at the most competitive price for a three (3) year contract with the option for three additional twelve month extensions.

Attachments:

1. Resolution
2. Procurement Memorandum
3. Bid Opening Minutes

Funding source appropriate and funds are available: _____

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

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROPOSAL OF CANNON COCHRAN MANAGEMENT SERVICES, INC. FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION SERVICES FOR THE CITY AND ITS KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CANNON COCHRAN MANAGEMENT SERVICES, INC. AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city currently has its self-insured workers' compensation program for employees for the city and schools with B&E Inc., d/b/a Tri-State Claims, which is set to expire on July 1, 2022; and

WHEREAS, request for proposals were obtained to evaluate interested Third Party Administration service providers; and

WHEREAS, upon review of the proposals staff finds that Cannon Cochran Management Services, Inc. (CCMSI) is the lowest responsible compliant respondent meeting specifications for the service desired and is in the best interest and advantage to the city to enter into a contract with CCMSI for three years with the option of three additional twelve month extensions.

Now therefore,

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

SECTION I. That the proposal of CCMSI to act as provider and administrator for the city and its Kingsport City School's self-insured Workers' Compensation program and for other lines of coverage, as needed, 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 CCMSI to act as provider and administrator for the city and its Kingsport City School's self-insured Workers' Compensation program and for other lines of coverage as needed, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**SERVICE AGREEMENT BETWEEN
CITY OF KINGSPORT AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this 1ST day of July, 2022, by and between City of Kingsport (the "Client"), an authorized self-insured entity, and Cannon Cochran Management Services, Inc. ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

A. APPOINTMENT OF CCMSI. The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Client's self-insured workers' compensation program created and existing under the State of Tennessee ("State") Self-Insurance Regulations.

B. FUNCTIONS OF CCMSI. During the term of this Agreement, the regular functions of CCMSI as the Client's Administrator shall include the following:

1. Claim Administration.

(a) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer workers' compensation claims of the Client that occur during the period of this Agreement. The Client may add additional lines of coverage including General Liability, Law Enforcement Liability, Errors or Omissions Liability, Automobile Liability and Physical Damage coverages by mutual agreement during the term of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

(b) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.

(c) Claim Reserves. CCMSI will establish reserves for unpaid reported claims and unpaid claim expenses.

(d) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:

- 1) Independent medical examinations of claimants;
- 2) Managed care expenses, which include the services provided by comp mc™, CCMSI's proprietary managed care program. Examples of managed care expenses includes but is not limited to state fee schedule, PPO net works, utilization review, nurse case management, medical bill audits and medical bill review;
- 3) Fraud detection expenses, such as surveillance, which include the services provided by FIRE, CCMSI's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;
- 4) Attorneys, experts and special process servers;
- 5) Court costs, fees, interest and expenses;
- 6) Depositions, court reporters and recorded statements;
- 7) Independent adjusters and appraisers;
- 8) Index bureau and OFAC (Office of Foreign Assets Control) charges;
- 9) MMSEA/SCHIP compliance charges;
- 10) Electronic Data Interchanges, EDI, charges if required by State law;
- 11) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
- 12) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;
- 13) Police, weather and fire report charges that are related to claims being administered under Client's program;
- 14) Charges associated with accident reconstruction, cause and origin investigations, etc.;
- 15) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
- 16) Charges associated with Medicare Set-Aside Allocations; and
- 17) Legal bill review expenses, which include, the services provided by CLEAR, CCMSI's proprietary legal bill review program. This shall include charges related to legal bill review / audit, which shall include reviewing and auditing invoices submitted by Client-approved law firms for compliance with the Client's Defense Counsel Billing Guidelines.
- 18) Other expenses normally recognized as ALAE by industry standards.

(e) Subrogation. CCMSI will monitor claims for subrogation.

(f) Provision of Reports. CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.

2. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties. The Schedule of additional Risk Management Services to be provided is attached hereto as Exhibit B.

3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The Client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.

CCMSI assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any Client. Further, CCMSI assumes no responsibility for any injury sustained by an employee of the Client. The Schedule of Loss Control Services to be provided is attached hereto as Exhibit C.

4. **Legal Bill Review / Audit Services.** In conjunction with its claims administration services, CCMSI will provide Client with Legal Bill Review / Audit Services (CLEAR). The Schedule of Legal Bill Review / Audit Services, including applicable fees, is attached hereto as Exhibit E.

5. **Managed Care Services.** CCMSI will provide the Client with managed care services (comp mc™) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit D.

C. **CLIENT RESPONSIBILITIES.** Client agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.

2. Reasonably cooperate in the disposition of all claims.

3. Provide adequate funds to pay all claims and expenses in a timely manner.

4. Respond to reasonable information requests in a timely manner.

5. Identify in writing all insurance carriers applicable to CCMSI's claim handling responsibilities contemplated in this Service Agreement that CCMSI will have claim or data reporting requirements. In this regard, Client agrees to provide CCMSI with a complete copy of the current excess or other insurance policies, including applicable endorsements and audits, applicable to Client's insurance program and this Service Agreement. CCMSI assumes no responsibility of any kind for not reporting an otherwise reportable claim to any carrier that Client has failed to disclose to CCMSI and/or provide CCMSI with a copy of the applicable insurance policy and reporting instructions relative to that carrier.

6. Pay any fees or costs charged by any carrier or prior TPA of Client for the conversion of data associated with CCMSI handling run off claims for Client, or for the general transfer of data to CCMSI's operating systems.

7. Promptly pay CCMSI's fees.

D. **OPERATING EXPENSES.** The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with Client meeting its State security and licensing requirements;

2. Certified Public Accountants

3. Attorneys, other than provided for in Section B.1. (d) 3) and B.1. (d) 4) of this Agreement;

4. Outside consultants, actuarial services or studies and State audits;

5. Independent payroll audits;

6. Allocated Claims Expenses incurred pursuant to Section B. 1. (d) of this Agreement;

7. All applicable regulatory fees and taxes;

8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies and extraordinary postage, such as bulk mailing, express mail or messenger service.

9. National Council on Compensation Insurance, NCCI, charges;

10. Excess and other insurance premiums;

11. Costs associated with the development, record keeping and filing of fraud statistics and plans, but only if required by any State or regulatory authority having jurisdiction over Client;

12. Other operating costs as normally incurred by the Client.

E. **BOOKS AND RECORDS.**

1. (a) CCMSI shall maintain all claim information relating specifically to the Client which is necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.

(b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E. 1. (b) shall at all times be and remain the sole and exclusive property of CCMSI, and the Client shall not have any ownership, interest, right to duplicate or right to utilize these items except for the above documentation or information that relates solely to Client's Program.

2. During the term of this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any reasonable costs of reproduction of the Records shall be borne by the Client.

3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental or regulatory authority having jurisdiction over CCMSI or the Client.

F. **NON-SOLICITATION OF EMPLOYEES.** During the term of the Agreement and for two (2) years thereafter, the Client and CCMSI mutually agree not to recruit, solicit or hire any employee of the other without written permission.

G. OTHER INSURANCE. If CCMSI places any specific or aggregate excess insurance, reinsurance, or other insurance product associated with this Agreement, then customary commissions and fees will be retained by CCMSI.

H. TERM AND TERMINATION.

1. **Term of Agreement.** The first term of this Agreement shall be for three (3) years beginning on July 1, 2022 and terminating on July 1, 2025 unless the Agreement is terminated sooner as set forth in paragraph H. 2 or Client exercises an option to extend for one (1) year. The Client may extend this Agreement for up to three (3) additional one (1) year terms.

2. **Termination of Agreement.** This Agreement may be terminated:

- (a) By mutual agreement of the parties hereto;
- (b) Upon expiration of the current term of this Agreement if either party has given the other at least ninety (90) days written notice of its intention to terminate as set forth in paragraph H. 1.;
- (c) Upon dissolution of the Client's self-insurance program whether voluntary or due to cessation of Client's authority to self-insure;
- (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
- (e) Upon ninety (90) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section H. 2. (e), the terminating party shall give written notice to the other party, who shall have sixty (60) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the sixty (60) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the ninety (90) day period described herein.
- (f) For the convenience of either party upon ninety (90) days written notice to the other. Such termination will not be deemed a breach of contract. Should either party exercise this provision, Client will compensate CCMSI for all services rendered up to the termination date, and CCMSI will refund to Client any funds paid by Client in excess of such amount. Upon such termination, neither party will have the right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. **Services Following Termination of Agreement.** Should this Agreement be terminated or non-renewed for any reason, CCMSI will cease providing services, turn over to the Client all Client files in CCMSI's possession, which shall include all open and closed files. Any electronic Client files shall be provided to Client by CCMSI in a transferrable electronic format which can be read by Client (i.e. .pdf) and imported by a successor to this Agreement.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide for continued administration of the open claim files;
- (b) Cooperate with any successor administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the Client and any other records reasonable and necessary for a successor administrator; and
- (c) Provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the Client. The electronic transfer of data will be subject to a flat fee of \$2,500.

I. **SERVICE FEE PAYMENTS.** The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule attached hereto as Exhibit F.

J. **RELATIONSHIP OF PARTIES.** With respect to the services provided by CCMSI in this Agreement, CCMSI is considered an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

K. INDEMNIFICATION.

1. **Indemnification by Client.** The parties acknowledge and agree that Client is a city created under the laws of the state of Tennessee. Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Client to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Client to indemnify or hold harmless CCMSI or any other person or entity and any limitation of liability in favor of CCMSI is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges set forth in the Tennessee Constitution or of any provisions of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

2. **Indemnification by CCMSI.** CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by the Client as the result of breach of this Agreement by CCMSI or alleged misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

L. **CHANGE IN CIRCUMSTANCES.** In the event the adoption of any statute, rule or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner. This includes the happening or development of a local, regional, national or global health situation, crisis, pandemic, or catastrophic event that would impact the volume and type of claims to be administered by CCMSI under this Agreement. In the event of any such occurrence, either party may contact the other in good faith and seek to amend the terms and / or service fees applicable to this Agreement.

M. **SOFTWARE ACCESS.** The Client may be provided with the right to use one or more CCMSI Applications in connection with the services provided by CCMSI in this Agreement. CCMSI Applications include iCE, MyReports, Loss Control ASAP, Loss Control Resources and iCEBAR. The right to use CCMSI Applications is non-exclusive, limited to the term of this Agreement per paragraph H.1., non-transferable and is solely for the internal business use of Client. CCMSI owns and reserves all rights, title, and interest in and to the CCMSI Applications. Client has no right to receive a copy of the object code or source code to the CCMSI Applications. Client may not attempt to:

1. License, sell, lease or otherwise make the CCMSI Applications available to any other party. Client will not provide any access, passwords or other information regarding the CCMSI Applications to any third parties and/or competitors of CCMSI without the prior written consent of CCMSI;

2. Use the CCMSI Applications in any way that violates any law, regulation or mandate, or the term of this Agreement; or

3. Take any action that jeopardizes confidential or proprietary information held by CCMSI. Client is responsible for any confidential or proprietary information accessed or downloaded by Client from the CCMSI Applications, including the implementation of appropriate information security controls surrounding such information.

Except as expressly provided in this Agreement, CCMSI Applications are provided "as-is". CCMSI disclaims all other warranties, express, implied, or statutory, including the implied warranties or merchantability, satisfactory quality, title, fitness for a particular purpose, non-infringement, compatibility, security, quiet enjoyment, or accuracy to the extent permitted by Tennessee law. Without limiting the foregoing, CCMSI does not warrant that access to or use of the CCMSI Applications will be uninterrupted or error-free. CCMSI will provide support for the CCMSI Applications in the two most recent two versions of the Internet Explorer, Chrome, Firefox and Safari browsers.

N. **MISCELLANEOUS.**

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to principles of conflicts of law.

2. **Non-Appropriation.** CCMSI acknowledges that Client is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to Client, such termination shall not be a breach of this Agreement, and any unused payment made to CCMSI shall be returned to City. Furthermore, this provision shall extend to any and all obligations imposed upon Client to reimburse CCMSI for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to CCMSI, FPPs, or Payment Processing Partners in relation to any event.

3. **Timing of Services.** CCMSI may exercise its own reasonable judgment, within the parameters set forth herein and in compliance with State regulations, as to the time and manner in which it performs the services required hereunder. Additionally, CCMSI will be held to a standard of like administrators performing like services for customers such as Client.

4. **Successors in Interest.** This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.

5. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as

if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.

6. Paragraph Headings. All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. Waiver. The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.

8. Notice Provision. All notices, requests and other communications required under this Agreement shall be in writing and delivered by hand or mailed, registered or certified, return receipt requested, postage paid, or sent via a nationally recognized overnight courier to the other party at the following address:

<u>Client:</u>	Mr. John Burkholder Director, Risk Management City of Kingsport 415 Broad Street Kingsport, TN. 37660
<u>CCMSI:</u>	Cannon Cochran Management Services, Inc. 2 E. Main St. Danville, IL 61832 Attn: Chief Operating Officer

9. File Destruction Policy. CCMSI will maintain electronic claim file records or hard copy files (where applicable) on all closed files on behalf of Client for a period of fifteen (15) years after the month of closure, or for as long as necessary to protect the applicable statute of limitations, whichever is longer. It is the sole responsibility of Client to advise CCMSI if files are not to be destroyed per this policy.

10. Insurance. CCMSI will purchase and maintain insurance coverages for its performance of the services contemplated in this Agreement. Minimum policy limits are as follows:

Workers Compensation – Statutory
Professional - \$5,000,000
General Liability - \$1,000,000 / \$2,000,000
Umbrella - \$5,000,000
Cyber Coverage - \$5,000,000

11. Escheatment. CCMSI is responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports on CCMSI escrow accounts.

12. Confidential Information. Confidential Information includes nonpublic information that is exchanged between the Client and CCMSI, including, without limitation, information relating to the business, financials, personnel, customer data and operating procedures. Confidential Information includes information whether in written, electronic, or oral form created and relating to services provided under the Agreement. All Confidential Information is proprietary. Client and CCMSI may use the other party's Confidential Information only for the purpose of this Agreement and will limit its disclosure to only those persons reasonably necessary to perform under the Agreement. CCMSI will share non-personal bulk claim data with the IDS National Database unless the Client directs otherwise. Notwithstanding the foregoing Client and CCMSI acknowledge and agree this Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Public Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Client must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to CCMSI or provide CCMSI with notice or the time to obtain a protective order. Client does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. The foregoing serves to meet any burden imposed upon Client to provide CCMSI with notice of a request for records pursuant to the Tennessee Public Records Act and authorizes disclosure of the public records requested.

13. Information Security. CCMSI is responsible for the protection of the confidentiality, availability, privacy and integrity of Client information in our custody. CCMSI has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. The Information Security Policy applies to all CCMSI personnel, including temporary employees, independent contractors and vendors with access to CCMSI systems.

14. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

SCHEDULE OF REPORTS

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A check register listing all checks issued during a reporting period. (MONTHLY)

EXHIBIT B

SCHEDULE OF RISK MANAGEMENT SERVICES

N/A

EXHIBIT C

SCHEDULE OF LOSS CONTROL SERVICES

N/A

CCMSI will provide the Client loss control services upon mutual agreement of the parties. The client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.

CCMSI assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any client. Further, CCMSI assumes no responsibility for any injury sustained by an employee of the client.

EXHIBIT D

SCHEDULE OF *comp mc*™ SERVICES AND FEES

<i>Service</i>	<i>Fee</i>
Usual and Customary re-pricing	\$10.00 per bill
Fee Schedule state re-pricing	\$10.00 per bill
Medical Bill State Reporting for applicable medical bills to reportable state	\$1.50 per reportable bill

Provider Bill Re-pricing

Service	Description	Service Fee
Legal Bill Review / Audit Services	Review and audit all legal invoices submitted by Client-approved law firms for adjudication in compliance with Client's Defense Counsel Billing Guidelines and Generally Accepted Legal Billing Principles.	PAID TO BOTTOMLINE TECHNOLOGIES, INC. 1.95% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).
Management Fee for administration of Legal Bill Review Program, administration and integration of data reporting and data transfer, development and delivery of Performance Reports, and maintenance of technology interface	Integration and interface of legal bill review / audit software with CCMSI's claim system necessary to review and adjudicate legal invoices electronically. Periodic standard reports will be developed and produced summarizing Program's overall savings results. Metrics will be applied to analyze the overall performance of law firms. A Bill Analysis Report (BAR) will be generated for each legal invoice reviewed. The BAR will be included with each check to the appropriate law firm and include details and supporting documentation for any deductions applied to the original billing.	PAID TO CCMSI 0.25% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).

PPO Re-pricing / Out of Network Negotiations

PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings

Pharmacy Network Services

Pharmacy Network services are priced at 33% of savings.

EXHIBIT E

SCHEDULE OF CLEAR SERVICES AND FEES

Note: Fees relative to legal bill review services will appear on the transaction register payable to "CLEAR", CCMSI's proprietary legal bill review program.

Guarantee: If Legal Bill Review savings achieved for Client is less than the 2.20% total service fee incurred on an annual basis, the Client will be refunded the difference between the service fee incurred and the amount actually saved on invoices. Therefore, service fees will never exceed the savings achieved for Client on an annual basis. Bottomline Technologies, Inc. and CCMSI service fees are paid as ALAE to the applicable claim file as described in section B. 1.(d)17) of this Agreement.

EXHIBIT F

FEE AND PAYMENT SCHEDULE

Service Agreement Term: 7/1/2022 to 7/1/2025	
Services:	Fees:
Claims Administration: Life of Agreement-Per Claim Fee	Per Claim Fee
<p>CCMSI will manage all workers' compensation claims for the Life of Agreement for a per claim fee as follows: Claims will be analyzed by the number and type of claim on an on-going basis and priced on a per claim basis as outlined below.</p> <p><u>Workers' compensation:</u> Indemnity claims @ \$850/per claim Medical only claims @ \$175/per claim Incident/record only @ \$35/per incident</p> <p><u>General Liability:</u> Bodily Injury claims @ \$825 per claim Property Damage claims @ \$465 per claim</p> <p><u>Auto Liability:</u> Bodily Injury claims @ \$825 per claim</p>	

<p>Property Damage claims @ \$465 per claim There will be a 3% fee increase to claim fees only per year. <u>Transfer Claim Fees:</u> WC Indemnity: \$585 per claim for first year and \$45 a month after the first year while open. WC Medical Only \$0. New claim pricing applies if claim converts to Indemnity. General Liability & Auto Liability Bodily Injury claims \$350 per claim for first year and \$45 per month after the first year while open. General Liability & Auto Liability Property Damage claims \$250 per claim <u>Workers' Compensation Claim Definitions</u></p> <ul style="list-style-type: none"> ▪ Indemnity Claims – Claims involving lost-time, questionable compensability, legal involvement, subrogation, second injury fund, probable permanent impairment/disability, jurisdictional issues, coverage issues or claims involving complex issues that are assigned or transferred to the indemnity adjuster for claims handling. ▪ Medical Only Claims – Claims which have no issues of lost time, no evidence of other indemnity benefit exposure, no obvious question of compensability, no evidence of potential subrogation or second injury fund recovery, no evidence of problematic medical issues and no requirement or need for any formal statements. ▪ Report Only/Incident Only Claims – Reported claims which require only input into RMIS system and requires no claims management activity. 	
Annual Administration	Administration fee is 15% of claim fees
<ul style="list-style-type: none"> • Dedicated client service team • Development of specific client service requirements • Monthly loss reporting • Quarterly claim reviews at client's request • Issuance of 1099's • Assistance in filing of all required state forms including state mandated assessments • If Client has directed CCMSI to utilize a third party vendor selected by Client for the provision of services then such assistance will be the responsibility of the third party vendor • Workers' compensation claim packets/state forms • Preparation for, compliance with and response to regulatory audits • Account Management and Administration • Ability to generate OSHA 300 Log and 300A OSHA Summary 	
<u>Account Set-up (One time only fee)</u>	\$5,000
<p><u>Initial set-up meeting to review and establish the following:</u></p> <ul style="list-style-type: none"> • Computer Set-up • Banking and Funding • Reports • Special Claim Handling Guidelines • All Other Miscellaneous Start-up Issues 	

Internet Claim Access	\$2,500										
<u>Internet claims system access which includes:</u> (up to 5 users, each additional user \$200 per year) <ul style="list-style-type: none">Viewing access to all claims dataRisk Management statistical analysisComprehensive and complete access to claims management processOn-line reportsOn-line reporting capability via the internetAbility to generate OSHA 301 Form First Report of Injury											
<u>Managed Care Service</u>	See Detail										
<p style="text-align: center;">Provider Bill Re-pricing</p> <table><tr><th>Service</th><th>Fee</th></tr><tr><td>Usual and Customary re-pricing</td><td>\$10.00 per bill</td></tr><tr><td>Fee Schedule state re-pricing</td><td>\$10.00 per bill</td></tr><tr><td>Medical Bill State Reporting for applicable medical bills to reportable state</td><td>\$1.50 per reportable bill</td></tr></table> <p style="text-align: center;">PPO Re-pricing / Out of Network Negotiations</p> <table><tr><td>PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings</td></tr></table> <p style="text-align: center;">Pharmacy Network Services</p> <table><tr><td>Pharmacy Network services are priced at 33% of savings.</td></tr></table>	Service	Fee	Usual and Customary re-pricing	\$10.00 per bill	Fee Schedule state re-pricing	\$10.00 per bill	Medical Bill State Reporting for applicable medical bills to reportable state	\$1.50 per reportable bill	PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings	Pharmacy Network services are priced at 33% of savings.	
Service	Fee										
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Medical Bill State Reporting for applicable medical bills to reportable state	\$1.50 per reportable bill										
PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings											
Pharmacy Network services are priced at 33% of savings.											
State Reporting EDI Initial reporting \$10 per report Subsequent reports \$5 per report	\$10 FROI per report \$5 SROI per report										
Index Bureau Note: The index fee is a direct pass through charge for ISO. If ISO increases their current market rate per index, CCMSI will adjust the fee accordingly.	\$20 per Index										
Subrogation 20% of recovery with a cap of \$50,000 per claim.	20% of Recovery										
Data Conversion Fee (one-time fee) This includes the transfer of claim data from the prior TPA(s) claim system to CCMSI (if applicable).	\$5,000										
MMSEA Section 111 Reporting CCMSI in conjunction with our reporting agent will comply with MMSEA Section 111 Reporting on behalf of City of Kingsport. <ul style="list-style-type: none">All injury claims will be queried to CMS for Medicare eligibility (no charge).CCMSI will collect additional mandatory data on claims where Medicare eligibility has been verified. CCMSI along with our reporting agent will report all claims meeting the reporting guidelines as set forth by CMS. (one-time \$25 per claim fee)	\$25/Per Claim Hit										
Carrier Fees If applicable, Client will be responsible for payment of any carrier fees associated with the transition of claim handling responsibilities to CCMSI.	TBD										
Special System Reports	\$150 an hour										

CCMSI will provide special reports, (reports not currently programmed or written) for a fee of \$150 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done.	
Taxes	See Detail
CCMSI fees will be increased by any applicable Sales, Gross Receipts, or similar (excluding income) taxes imposed by Federal, State or Local bodies.	
<i>Fee & Payment Schedule</i>	See Detail Below
<p>The monthly claim fee is based on the number of type of claims submitted. The monthly basis is one month in arrears. In addition to the per claim fees and 15% administration fees, the first year internet claim access and new account set up fees will be billed monthly.</p> <p>The data conversion fee will be billed upon completion of the conversion.</p> <p>Subsequent year service fees shall be subject to an annual 3% increase as previously indicated in Exhibit F.</p>	

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

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

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

ADOPTED this the 7th day of June, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



MEMORANDUM

TO: Brent Morelock, CPPO, CPPB

FROM: John Burkholder

DATE: April 29, 2022

SUBJECT: RFP for Third Party Administration of Claims

The four proposals submitted for Third Party Administration (TPA) services have been thoroughly reviewed and three were scored. One submission, Innovative Claims Strategies (ICS), was considered non-responsive and not graded. ICS did not submit a response for comprehensive claims administration services, as requested, but proposed the City 'unbundle and carve out' cost containment services.

The three that were graded provided responsive proposals to the Request for Proposals (RFP). It was a close and difficult decision, but it is our recommendation that the City proceed with Cannon Cochran Management Services, Inc. (CCMSI). They offered the services that best matched the RFP and the needs of the City at a fair price. If appropriate, Risk will begin the process of drafting the documents required for Board approval of our recommendation. I would also like to reach out to each proposer to thank them for their submissions and advise them of the results.

Please let me know if you would like to discuss this matter or have further advice on how to proceed. Risk would also like to thank you and Procurement's assistance in this matter.

MINUTES
BID OPENING
April 13, 2022
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Sandra Sloan, Assistant Procurement Manager Schools; John Burkholder, Risk Manager; Kristen Hodgson, Risk Representative

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

The Procurement Manager opened with the following bids:

RFP – THIRD PARTY ADMINISTRATOR	
Vendor:	
Cannon Cochran Management Services, Inc.	
Innovative Claims Strategy LLC	
PMA Management Corp.	
Corvel's Enterprise Comp. Inc.	

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



AGENDA ACTION FORM

A Resolution Awarding the Bid for the Wastewater Treatment Plant Anaerobic Digester Cleaning Project to Merrell Bros Inc.

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

Action Form No.: AF-196-2022
 Work Session: June 20, 2022
 First Reading: NA

Final Adoption: June 21, 2022
 Staff Work By: Niki Ensor
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

The wastewater treatment plant utilizes two 75' digester holding tanks to manage solids prior to dewatering by the centrifuges. A buildup of grit and debris in the tanks is beginning to cause blockages in the dewatering building resulting in shutdowns for line cleanings. The two holding tanks were last cleaned in 2004. This project is necessary to maintain compliance and improve operations and maintenance of the wastewater treatment plant solids process.

Bids were received on June 2, 2022. CDM Smith and city staff reviewed the bids and recommends awarding the contract to the low bidder, Merrell Bros, Inc. in the amount of \$393,285.00. This project was approved and funded in the capital improvements plan.

Attachments:

1. Resolution
2. Project Location Map
3. Engineer's Recommendation
4. Bid Tab

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER CLEANING PROJECT TO MERRELL BROS, INC., 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 June 2, 2022, for the Wastewater Treatment Plant anaerobic digester cleaning project; and

WHEREAS, upon review of the bids, the board finds Merrell Bros., Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the two digester holding tanks cleaning project, as it is necessary to maintain compliance and improve operations and maintenance of the wastewater treatment plant solids process, from Merrell Bros. Inc., at an estimated construction cost of \$393,285.00; and

WHEREAS, funding is identified in the capital improvements plan.

Now therefore,

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

SECTION I. That the bid for the Wastewater Treatment Plant anaerobic digester cleaning project, at an estimated cost of \$393,285.00 is awarded to Merrell Bros., Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



1100 Marion Street, Suite 300
Knoxville, Tennessee 37921
tel: 865 963 4300

June 7, 2022

Ms. Niki Ensor
Utilities Director
City of Kingsport, Tennessee
1113 Konnarock Road
Kingsport, TN 37664

Subject: Kingsport WWTP Anaerobic Digester Cleaning Bid Evaluation

Dear Ms. Ensor:

Bids for the City of Kingsport WWTP Anaerobic Digester Cleaning Project were received by the City of Kingsport at 4:00 p.m. local time June 2, 2022, at City Hall, Conference Room 436, 415 Broad Street, Kingsport, Tennessee. As shown below, a total of two bids were received and opened for the project. A Certified Bid Tabulation of all bids is attached for your review. The bids are summarized as follows:

<u>Bidder</u>	<u>Total Bid Amount</u>
Merrell Bros, Inc.	\$393,285.00
Synagro South, LLC	\$680,624.51

The low lump sump bid for the project was submitted by Merrell Bros, Inc. The significant difference in pricing received is likely attributed to current market conditions as well as the location of the work. Most of the contractors that conduct this type of work are not local to the area. In addition, it should be noted that contractors expressed that they are very busy with this type of work right now.

Upon review of the complete bid package, CDM Smith finds Merrell Bros., Inc.'s credentials and previous work to be acceptable. **CDM Smith recommends Merrell Bros, Inc. be awarded the project in the amount of \$393,285.00 which includes the total bid price.**

Should you have any questions or need any additional information, do not hesitate to contact me at your convenience.

Sincerely,

Justin James, PE
Project Manager
CDM Smith Inc.





Final Bid Tabulation
City of Kingsport WWTP Anaerobic Digester Cleaning
6/2/22 4:00 PM

PART 1: BASE BID

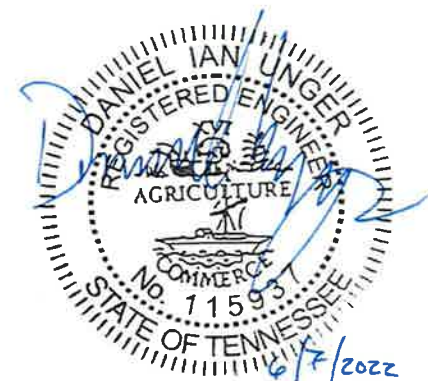
Item No.	Description	Qty	Unit	Contractor	
				Merrell Bros., Inc.	Synagro South, LLC
1	Anaerobic Digester Cleaning as specified herein	1	Lump Sum	\$393,285.00	\$680,624.51
TOTAL BASE BID PRICE (IN NUMBERS)				\$393,285.00	\$680,624.51

I hereby certify that this is a true and accurate copy of bids received.

Engineer

TN License No.

115937



Digester Location



75 'Digester



Digester Cover





AGENDA ACTION FORM

A Resolution to Authorize the Mayor to Execute Documents to Apply for and Receive a Drinking Water Revolving Loan from the State of Tennessee for the Purchase of Water Meters

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

Action Form No.: AF-197-2022
 Work Session: June 20, 2022
 First Reading: NA

Final Adoption: June 21, 2022
 Staff Work By: Niki Ensor
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

The City of Kingsport has replaced more than 16,000 water meters this year as part of a \$3 million replacement project. The project was initiated in the spring of 2021 to address failing batteries in some of the city's older water meters.

To continue this project, the Utility Department has requested \$1.3 Million dollars through the State of Tennessee Drinking Water Revolving Loan Fund for the purchase of approximately 7,300 more meters. Rates and terms for the State Loan are more favorable than the Bond Market at this time. Contingent upon State Revolving Loan approval, interest rate will be 1.06% for 20 year term.

Attachments:

1. Resolution
2. SRF Loan Agreement

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the City of Kingsport is a public and governmental body in Kingsport (Sullivan and Hawkins Counties) , Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a water facilities project, Department of Environment and Conservation Number DG8 2022-249 (the "Project"), in and for the Local Government; and

WHEREAS, Drinking Water Revolving Loan Fund Act of 1997, Tennessee Code Annotated, Sections 68-221-1201 et seq., provide for the lending of funds in the water facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for Project Loans; and

WHEREAS, the Local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of one million three hundred thousand dollars (\$1,300,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the application for a Project Loan in the principal amount of one million three hundred thousand dollars (\$1,300,000), for the purpose of funding all or a portion of the total estimated cost of the Project, which is one million three hundred thousand dollars (\$1,300,000), by Patrick Shull, the Mayor of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and

Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this the 21st day of June, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
State Revolving Fund Loan Program
William R. Snodgrass Tower, 312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243
STATE REVOLVING FUND LOAN APPLICATION

Section 1. Applicant Information (*Authorized representative responsible for project, signs certification below and hereby makes an application for a Project Loan to fund the following described activities or tasks concerning a facility or plan (the "Project").*)

Legal Applicant Name: Patrick Shull		Signatory's Title or Position: Mayor	
Facility Name: City of Kingsport		Type of Entity: City	
Mailing Address: 225 West Center Street		City: Kingsport	State: TN Zip: 37660
Phone: 423-229-9412		E-mail: PatShull@Kingsporttn.gov	
Unique Entity ID Number:	Population Served:	County(ies) Served: Sullivan/Hawkins Counties	

Section 2. Contact/Consultant Information (*a consultant is not required*)

Alternate Contact Name: Niki Ensor			
Company: City of Kingsport		Title or Position: Water/Wastewater Facilities Manager	
Mailing Address: 620 West Industry Drive		City: Kingsport	State: TN Zip: 37660
Phone: 423-224-2487		E-mail: NikiEnsor@KingsportTN.gov	
Phone:			

Section 3. Project Information (Check all that apply)

Detailed Project Description: AMI Water Meter Purchases.

☐ Clean Water Project ☒ Green Project Reserve
☒ Drinking Water Project ☐ Special Project

The entire Project is estimated to cost:	\$1,300,000
Amount of State Revolving Fund Loan Requested:	\$1,300,000
Requested Term of Loan:	20 Years

Section 4. Project Funding Information (Completed by SRFLP Office)

Project Number: DG8 2022-249	Loan Amount:	\$1,300,000
	Loan Forgiveness Amount:	\$0
	Term of Loan in Years:	20
	Bond Buyer Index Rate and Date:	1.94% As of March 14, 2022
	ATPI:	60% (Tier 2)
	Interest Rate:	(1.94% X 60%) - 0.1%=1.06%

Section 5. Previous Loans (Completed by SRFLP Office)

Program Loans: The total amount of outstanding or applied for program loans under the Health Loan Programs of the Tennessee Local Development Authority is: \$0

Project Loans: The total amount of outstanding or applied for project loans and the State Revolving Fund is: (this application is excluded) \$10,915,959

Section 6. Pledge of State-Shared Taxes or Security Deposit (Completed by SLF Office)

Municipality: State-Shared Taxes pledged to payment of outstanding obligations of the Local Government Unit in addition to the Program Loans and Project Loans listed above:
Amount of State-Shared Taxes received in prior fiscal year of the state: \$8,101,529.00

Utility District/
Authority: A Security Deposit will be required in an amount equal to MADS.
Anticipated MADS: \$

Section 7. Signature of Applicant or Signatory Authority (*Application must be signed and dated. By signing, applicant verifies that all information supplied on this application is correct to the best of his/her knowledge. This application expires 90 days from the date the loan application is sent from SRFLP to the Applicant.*)

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Signature: Patirck Shull, Mayor

Date

Section 8. Signature of Department of Environment and Conservation

David W. Salyers, P.E., Commissioner

Date

CITY OF KINGSPORT
DG8 2022-249
AUTHORIZING RESOLUTION # _____

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the City of Kingsport is a public and governmental body in Kingsport (Sullivan and Hawkins Counties) , Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a water facilities project, Department of Environment and Conservation Number DG8 2022-249 (the "Project"), in and for the Local Government; and

WHEREAS, Drinking Water Revolving Loan Fund Act of 1997, Tennessee Code Annotated, Sections 68-221-1201 et seq., provide for the lending of funds in the water facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for Project Loans; and

WHEREAS, the Local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of one million three hundred thousand dollars (\$1,300,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the application for a Project Loan in the principal amount of one million three hundred thousand dollars (\$1,300,000), for the purpose of funding all or a portion of the total estimated cost of the Project, which is one million three hundred thousand dollars (\$1,300,000), by Patrick Shull, the Mayor of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Patrick Shull, Mayor

**GENERAL CERTIFICATE
CITY OF KINGSPORT
DG8 2022-249**

The undersigned, by Patrick Shull, the Mayor of Kingsport (Sullivan and Hawkins Counties), Tennessee ("Local Government"), **CERTIFIES** as follows:

1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
2. The resolution or ordinance of the Local Government duly adopted on **June 21, 2022**, a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project Loan with the State of Tennessee to finance a project for:

☒ the Drinking Water Revolving Loan Fund Act of 1997 ("Project") has not been amended, modified, supplemented, or rescinded since its date of adoption: or

☐ the Wastewater Facilities Act of 1987 ("Project") has not been amended, modified, supplemented or rescinded since its date of adoption.
3. The resolution or ordinance of the Local Government duly adopted on **June 21, 2022** a copy of which is attached, establishing the rate and fee structure for the water system of which the Project is a part has not been amended, modified, supplemented, or rescinded since its date of adoption.
4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project Loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Patrick Shull, Mayor

**REPRESENTATION OF
LOANS AND STATE-SHARED TAXES
CITY OF KINGSPORT
DG8 2022-249**

As security for payments due under a State Revolving Fund (SRF) Loan Agreement, a local government pledges user fees, charges, and ad valorem taxes as necessary to meet its obligations under a SRF Loan Agreement. As an additional security for such payments due, a local government pledges and assigns its unobligated state-shared taxes (SSTs) in an amount equal to maximum annual debt service (MADS) requirements.

1. State-Shared Taxes

The total amount of SSTs, as identified pursuant to Tenn. Code Ann. § 4-31-105(c)(2), received by the local government in the prior fiscal year of the State is \$8,101,529.00.

2. Prior Obligations

(a.) Prior SRF loans which have been funded or approved for which the Local Government has pledged its SSTs are as follows:

Loan Type	Loan #	Base Loan*	Principal Forgiveness*	MADS**
SRF/Water	DWF 2014-140	\$13,556,601.00	\$0.00	\$806,484.00

* If applicable, the original approved amount is adjusted for decreases and approved increases

**MADS is an estimate until final expenses have been determined

The total MADS from section 2(a.) having a lien on SSTs is \$806,484.00.

(b.) Other prior obligations which have been funded or approved for which the local government has pledged its SSTs are as follows:

Type of Obligation	Identifying #	Loan Amount	Principal Forgiveness	MADS
QSCB	BFC07000	\$1,240,000.00	\$0.00	\$177,080.83
TLDA/Public Health				
TLDA/Transportation				

The total MADS from section 2(b.) having a lien on SSTs is \$177,080.83.

(c.) The total MADS from prior obligations having a lien on SSTs [subsections 2(a)+2(b)] is \$983,564.83.

3. Loan Requests

The loan(s) which have been applied for and for which state-shared taxes will be pledged:

Loan Type	Loan #	Anticipated Interest Rate	Base Loan	Principal Forgiveness	Anticipated MADS
SRF/Water	DG8 2022-249	1.06%	\$1,300,000.00	\$0.00	\$72,162.00

The anticipated total maximum annual pledge of state-shared taxes pursuant to loan request(s) is \$72,162.00.

4. Unobligated SSTs

The amount set forth in section (1) less the total amounts set forth in sections 2 and 3 is \$7,045,802.17.

The Local government hereby represents the information presented above is accurate and understands that funding for the loan request(s) presented is contingent upon approval by the TLDA.

Duly signed by an authorized representative of the Local Government on this 21st day of June, 2022.

This is the Comptroller's certificate as required by TCA 4-31-108.

LOCAL GOVERNMENT

BY:

Patrick Shull, Mayor

REQUIREMENT FOR REPORT ON DEBT OBLIGATION
(FORM CT-0253)
CITY OF KINGSPORT
DG8 2022-249

Pursuant to Tenn. Code Ann. § 9-21-134, a Report on Debt Obligation (the "Report") must be prepared for all debt obligations issued or entered into by any public entity and filed with its governing body with a copy sent to the Office of State and Local Finance/Comptroller of the Treasury for the State of Tennessee. The purpose of the Report is to provide clear and concise information to members of the governing or legislative body that authorized and is responsible for the debt issued.

Public entities that fail to comply with the requirements of Tenn. Code Ann. § 9-21-134 are not permitted to enter into any further debt obligations until they have complied with the law. A State Revolving Fund (SRF) loan program applicant that is not in compliance with this law should file the Report as soon as possible and provide notification of filing to the SRF loan program so that it may proceed with the loan application. Instructions on how to file the Report are located in the "Debt" category for "Local Finance" on the website of the Tennessee Comptroller of the Treasury.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered into after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

The applicant, City of Kingsport, attests that it is in compliance with Tenn. Code Ann. § 9-21-134 for its debt obligations and understands that the Report is required to be filed once the SRF loan has been approved by the Tennessee Local Development Authority and the agreement has been executed by the borrower. The applicant further acknowledges that it may be responsible to perform continuing disclosure undertakings related to SEC Rule 15c2-12. Local governments should always consult bond counsel in order to obtain advice on appropriate disclosures related to this rule.

Patrick Shull, Mayor

Date

This is the Comptroller's certificate as required by TCA 4-31-108.

STATE REVOLVING FUND PROJECT LOAN AGREEMENT
CITY OF KINGSPORT
DG8 2022-249

This Loan Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the City of Kingsport (Sullivan/Hawkins Counties) (the "Local Government"), which is a Tennessee governmental entity

authorized to own operate and manage water and/or wastewater facilities. The purpose of this Loan Agreement is to provide the financing of all or a portion of a water facility by the Local Government. The Local Government applied for financing on June 21, 2022, which is hereby incorporated into this Loan Agreement.

1) DEFINITIONS.

Unless the context in this Loan Agreement indicates another meaning, the following terms shall have the following meaning:

- a) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with Tenn. Code Ann. §§ 68-221-1004(a) and 68-221-1204(a), both as amended;
- b) **"Agreement"** means this Loan Agreement providing financing for the Project from the Fund;
- c) **"Facility"** means either a wastewater facility or a water system;
- d) **"Fund"** means:
 - i) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, Tenn. Code Ann. §§ 68-221-1001 to -1015, as amended, and rules and regulations promulgated thereunder; or
 - ii) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder;
- e) **"Initiation of Operation"** means the date when all, but minor components of the Project have been built, all treatment equipment is operational, and the Project is capable of functioning as designed and constructed;
- f) **"Local Government"** means the governmental entity borrowing under this Loan Agreement described in (1) Tenn. Code Ann. § 68-221-1003(7), as amended, if a wastewater facility and (2) Tenn. Code Ann. § 68-221-1203(6), as amended, if a water system;
- g) **"Obligations"** means bonds, notes and any other evidence of indebtedness lawfully issued or assumed by the Local Government;
- h) **"Period of Performance"** allows for the payment of expenses if they incurred during the time period stated in the contract; and if the loan recipient received prior approval from the program in writing to include the cost listing in the request for reimbursement, then it would be acceptable to pay.
- i) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Local Government to be financed pursuant to this Loan Agreement;
- j) **"Project Cost"** means the total amount of funds necessary to complete the Project;
- k) **"Project Loan"** means the funds loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Loan Agreement;
- l) **"Revenues"** means all fees, rents, tolls, rates, rentals, interest earnings, or other charges received or receivable by the Local Government from the water or wastewater system which is the Project,

or of which the Project is or will be a component, including any revenues derived or to be derived by the Local Government from a lease, agreement or contract with any other local government, local government instrumentality, the state, or a state or federal agency for the use of or in connection with the system, or all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the Local Government from the operation of the system or arising from the system;

- m) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- n) **"State-Shared Taxes"** has the meaning established by Tenn. Code Ann. Section 4-31-102, as amended; and
- o) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2) PROJECT.

a) Description.

The description of the Project is as described in the application submitted by the Local Government.

b) Funding Sources.

The Local Government estimates the total Project Cost to be (\$1,300,000) which is expected to be funded as follows:

Project Loan	\$1,300,000
Principal Forgiveness	\$0
Local Funds	\$0
Other Funds	\$0
	<hr/>
TOTAL	<u>\$1,300,000</u>

c) Type of Project. (Please check one)

- i) ☐ Planning. (Project schedule is required)
The following project schedule is established:
 - (1) Submission of facilities plans on or before (insert date).
- ii) ☐ Planning and Design. (Project schedule is required)
The following project schedule is established:
 - (1) Submission of facilities plans on or before (insert date).
 - (2) Submission of engineering plans and specifications on or before (insert date).
- iii) ☒ Planning, Design, and Construction. (A project schedule is required)
The following project schedule is established:
 - i) Submission of engineering plans and specifications on or before (insert date).
 - ii) Start construction on or before December 1, 2022.
 - iii) Initiate operation on or before May 1, 2023.
 - iv) Complete construction on or before July 1, 2023

The Department's State Revolving Fund Loan Program may amend the project schedule above upon written request and for good cause shown.

The written request to amend the project schedule above should be submitted to the Department within 60 days prior to the end date of the milestones established above. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule.

Failure to adhere to the project schedule established above or secure an amended project schedule from the State Revolving Fund Loan Program, will constitute a breach of contract, and may result in loss of principal forgiveness, loss of interest rate reduction or both.

The State Revolving Fund Loan Program may take other such actions as may be necessary relative to breach of contract against a borrower that fails to carry out its obligations under Tenn. Comp. R. & Regs. Chapter 0400-46-06 and this loan agreement up to and including cancellation of loan funding.

d) Land Ownership, Easement, and Right-of-Ways.

Land Acquisition.

- (1) Owner of a dwelling. The term owner of a dwelling means a person who is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property: (i) Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition per 40 CFR 24(20).
- (2) Additionally, the borrower must own easements and/or land, or have taken condemnation proceedings needed to construct the project before plans and specifications for a construction loan will be approved by the Department as per State Rule 0400-46-06-.06.
- (3) ☒ By checking this box, the Local Government certifies that all property, easements, and rights-of-way necessary to construct the Project is owned or, in the case of right-of-way, is permitted for use by the Local Government.
- (4) ☐ By checking this box, the Local Government certifies that it has acquired or has entered into condemnation proceedings for all real property including easements and rights-of-way that are or will be required for the construction (erection, extension, modification, addition), operation, and maintenance of the entire wastewater treatment works funded under this Project.

3) PROJECT FILES.

The State of Tennessee and/or the United States Environmental Protection Agency shall have access to the official project files and job site.

4) FISCAL SUSTAINABILITY PLAN (FSP) REQUIREMENTS. (CLEAN WATER PROJECTS ONLY)

The Local Government will comply with the Fiscal Sustainability Plan (FSP) requirements set out in the Clean Water Act section 603(d)(1)(E) by developing and implementing an FSP that includes:

- a) an inventory of critical assets that are a part of the treatment works;
- b) an evaluation of the condition and performance of inventoried assets or asset groupings;
- c) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and

- d) a plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities; or
- e) a certification that the recipient has developed and implemented a plan that meets the requirements under Type of Project.

5) LOAN.

a) Loan and use of proceeds.

The State shall lend to the Local Government from funds available in the Fund an aggregate principal amount not to exceed \$1,300,000 to bear interest as described in (b) below. The Project Loan shall be used by the Local Government for completion of the Project and in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Loan Agreement. Interest on the Project loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 of this Loan Agreement.

b) Interest rate.

The rate of interest for this Project Loan is 1.06%, which is the rate established by the Authority at the meeting at which this Project Loan is approved and stated on the payment schedule which is incorporated into and attached to this Loan Agreement.

c) Administrative fee.

The Authority shall collect a fee equal to eight basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

d) Payment schedule.

The Local Government expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Loan Agreement.

6) REPAYMENT OF PROJECT LOAN.

a) Payments.

i) The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Loan Agreement. The payment schedule will require payments of interest to begin after the first disbursement pursuant to Section 6 of this Loan Agreement. The payment schedule will require repayments of principal to begin the earlier of:

(1) Within ninety (90) days after Initiation of Operation of the Project for construction loans or within two (2) years of loan approval for planning and design loans; or

(2) Within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed.

ii) Notwithstanding Section 5(a)(i)(1), the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project.

b) Reduction.

- i) The Project Loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:
 - (1) Funding not listed in Section 2(b) which subsequently becomes available; or
 - (2) The amount actually disbursed by the State to the Local Government pursuant to the Loan Agreement as the Project Loan.
- ii) If any of the conditions set out in Section (b)(i)(1) or (b)(i)(2) occur, a new payment schedule reflecting such changes shall be submitted to the Local Government to be attached to this Loan Agreement, superseding any previous schedules.
- c) **Prepayment.**
The Local Government, at its option, may prepay all or any portion of the Project Loan.
- d) **Principal Forgiven.**
A portion of the original principal amount of the Project loan may be forgiven by the State. The principal forgiven shall be zero percent (0%) of the original principal amount of the project loan, or if the full original amount of the Project loan is not used, then zero percent (0%) of the amount of the project loan actually disbursed. Notwithstanding Section 4 no interest shall accrue on the amount of principal forgiven pursuant to this Section 5(d).

7) DISBURSEMENT OF PROJECT LOAN.

- a) **Payment Methodology.**
The Local Government shall receive disbursements of the Project Loan only for actual, reasonable, and necessary costs based upon the current approved Project Budget, not to exceed the Project Loan amount listed in Section 4(a). Upon progress toward the completion of the Project, as described in Section 4 of the Project Loan Application, the Local Government shall submit disbursement requests, including invoices and supporting documents of actual expenditures, prior to any reimbursement of allowable costs.
- b) **Disbursement Requirements.**
The Local Government shall request disbursement from the State no more often than monthly with all necessary supporting documentation. Each disbursement request shall be sent to the contact indicated in Section 27 and shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
 - i) Addressed to:
Department of Environment and Conservation
State Revolving Fund Loan Program
William R. Snodgrass Tower, 312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243
 - ii) Via Email: SRF.Payments@tn.gov
 - iii) Reference Number (assigned by the Local Government).
 - iv) Date.
 - v) Period to which the disbursement request is applicable.
 - vi) Project Loan Number (assigned by the Department).

- vii) Local Government Name.
- viii) Local Government Tennessee Edison Registration ID Number Referenced in Preamble of this Loan Agreement.
- ix) Local Government Remittance Address.
- x) Local Government Contact for Invoice Questions (name, phone, or fax).
- xi) Itemization of Disbursement Requested for the Disbursement Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount disbursed by Project Budget line-item to date.
 - iii. The total amount disbursed under the Project Loan to date.
 - iv. The total amount requested (all line-items) for the Disbursement Period.
- c) **The Local Government understands and agrees to all of the following:**
 - i) A disbursement request under this Loan Agreement shall include only requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Loan Agreement and shall be subject to the Project Budget and any other provision of this Loan Agreement relating to allowable disbursements.
 - ii) A disbursement request under this Loan Agreement shall not include any request for future expenditures.
 - iii) The period of performance for a disbursement request (§200.77) means the time during which the Local Government may incur new obligations to carry out the work authorized under the Loan Agreement. The Local Government must include start and end dates of the period of performance in the Loan Agreement.
 - iv) The Local Government agrees that any pre-award costs (§200.458), which are costs incurred prior to the effective date of the Loan Agreement directly pursuant to the negotiation and in anticipation of the Loan Agreement where such costs necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of Loan Agreement and **only** with the prior written approval of the State. If charged to the Loan Agreement, these costs must be charged to the initial budget period of the award, unless otherwise specified by the Federal awarding agency or pass-through entity.
 - v) **Planning Loans Only**
 - (1) The maximum allowable disbursement is 80% of the loan until the Facilities Plan is **received** by SRF.
 - (2) The maximum allowable disbursement is 90% of the loan until the Facilities Plan is **approved** by SRF.
 - vi) **Planning and Design Loans Only**
 - (1) The maximum allowable disbursement is 80% of the planning fees until the Facilities Plan is **received** by SRF.
 - (2) The maximum allowable disbursement is 90% of the planning fees until the Facilities Plan is **approved** SRF.

- (3) The maximum allowable disbursement is 80% of the Design Loan or design fees until plans and specifications are **received** by SRF.
- (4) The maximum allowable disbursement is 90% of the Design Loan until plans and specifications are **approved** by SRF.

d) **Budget Line-items.**

Expenditures and disbursements under this Loan Agreement shall adhere to the Project Budget. Any increases or decreases within the Project Budget's grand total amounts shall require the Local Government to submit a request to amend the Project Budget and receive approval from the Department.

e) **Travel Compensation.**

Disbursement to the Local Government for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Project Budget funding for said disbursement.

f) **Procurement.**

If other terms of this Loan Agreement allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Local Government shall maintain documentation for the basis of each procurement for which a disbursement is made pursuant to this Loan Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Local Government is a sub-recipient, the Local Government shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

g) **Retainage.**

- i) All construction contracts for the Project may provide for the withholding of retainage; provided, however, that the retainage amount may not exceed five percent (5%) of the amount of the contract.
- ii) Proof of retainage deposits must be submitted with each disbursement request. In the instance of the first payment, documented proof of the retainage account must be submitted. Subsequent payments the Local Government must provide proof that retainage was deposited into the established retainage bank account. Upon the final payment requested from the Local Government, the Local Government will provide proof the all retainage is paid to its contractors.
- iii) The Local Government shall release and pay all retainages for work completed pursuant to the terms of any contract to the prime contractor within 90 days after completion of the work or within 90 days after substantial completion of the project for work completed, whichever occurs first. As used in this subsection, work completed shall mean the completion of the scope of the work and all terms and conditions covered by the contract under which the retainage is being held. The prime contractor shall pay all retainages due to any subcontractor within 10 days after receipt of the retainages from the owner. Any subcontractor receiving the retainage from the prime contractor shall pay to any sub-subcontractor or material supplier all retainages due the sub-subcontractor or material supplier within 10 days after receipt of the retainages.
- iv) Any default in the making of the payments shall be subject to those remedies provided in this Loan Agreement.

- v) In the event that the Local Government or its prime contractor withholds retainage that is for the use and benefit of the prime contractor or its subcontractors pursuant to Tenn. Code Ann. § 66-34-104(a) and (b), neither the prime contractor nor any of its subcontractors shall be required to deposit additional retained funds into an escrow account in accordance with Tenn. Code Ann. § 66-34-104(a) and (b).

vi)

- (1) It is an offense for a person, firm, or corporation to fail to comply with Tenn. Code Ann. §66-34-104(a).
- (2) A violation of this subsection (e) is a Class A misdemeanor, subject to a fine of three thousand dollars (\$3,000).
- (3) Each day a person, firm or corporation fails to comply with subsection (a) or (b) or Tenn. Code Ann. § 66-34-104(a) is a separate violation of this subsection (e).
- (4) Until the violation of this subsection (e) is remediated by compliance, the punishment for each violation shall be consecutive to all other such violations.
- (5) In addition to the fine imposed pursuant to subdivisions (e)(2)(A) and (B), the court shall order restitution be made to the owner of the retained funds. In determining the appropriate amount of restitution, the formula stated in Tenn. Code Ann. § 40-35-304 shall be used.

h) **Request for Disbursement as Certification.**

Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

i) **Payment Certification.**

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. The amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

j) **90% of the Project Loan.**

No more than 90% of the Project Loan shall be paid to the Local Government prior to the time:

- (1) the construction of the Project has been completed;
- (2) the facilities constituting the Project are, in the opinion of the Department, in proper operation; and
- (3) the Project has been approved by the Department. Following approval of the Project by the Department, the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

8) ADDITIONAL FUNDING REQUEST.

a) **Increase in Project Loan.**

If the final Project Cost is greater than estimated in Section 2(b), then the Project Loan may be increased by an amendment executed by the parties to this Loan Agreement if the following conditions are fulfilled:

- i) Amounts in the Fund are authorized and available for such increase;
 - ii) The increased Project Loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
 - iii) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution, or ordinance of the Local Government
- b) **Loan Number and Interest Rate.**
A companion or supplemental loan will be issued with an new loan number and the current interest rate will be applied.
- c) **Other Amendments and Modifications.**
Any other amendment or modification of this Loan Agreement must first be approved by the Authority and must be in writing executed by the parties to this Loan Agreement.

9) NOTIFICATION OF DEFAULT OR DELAY OF PROJECT PERFORMANCE.

The Local Government shall provide written notice to the Department within 30 days of becoming aware of any event that prevents or causes the default or delay in the performance of its obligations under this Loan Agreement. The written notice should describe in reasonable detail the nature of the default or delay and any efforts, workaround plans, alternative sources, or other means being conducted to resume performance. If the Local Government's failure to perform is longer than 180 days, the Department may, upon notice to Local Government: (a) cancel principal forgiveness; or (b) cancel the loan funding, in whole or in part, and place the loan in repayment. The Local Government may reapply for another SRF loan once a resolution is reached by the Local Government and the Department.

10) TERMINATION FOR CONVENIENCE.

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

11) TERMINATION FOR CAUSE.

If the Local Government fails to properly perform its obligations under this Project Loan, or if the Local Government violates any terms of this Project Loan, the State shall have the right to immediately terminate this Project Loan and withhold payments in excess of fair disbursements for completed services. Notwithstanding the exercise of the State's right to terminate this Project Loan for cause, the Local Government shall not be relieved of liability to the State and Department for damages sustained by virtue of any breach of this Project Loan by the Local Government.

12) REPRESENTATIONS AND PLEDGES OF LOCAL GOVERNMENT.

The Local Government hereby represents, agrees, and covenants with the State as follows:

- a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, rules, regulations, procedural guidelines, and grant conditions;

- b) To comply with:
- i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and
 - ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" adopted on September 21, 2016, with any amendments made as of the date of execution of the Project Loan Agreement, the terms, and conditions of which are adopted by reference as if fully set forth herein;
- c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;
- d) To provide for the Local Government's share of the cost of the Project;
- e) To comply with applicable federal requirements including the laws and executive orders listed on Attachment A to this Loan Agreement;
- f) To advise the Department before applying for federal or other state assistance for the Project;
- g) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;
- h) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;
- i) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;
- j) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
- k) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;
- l) The Local Government is subject to the jurisdiction of the Water and Wastewater Financing Board ("WWFB") established in Tenn. Code Ann. § 68-221-1008 or of the Utility Management Review Board ("UMRB") created in Tenn. Code Ann. § 7-82-701 as provided by law. If the Authority, in its sole discretion, determines that the Local Government's obligations under this Loan Agreement have been or may be impaired, the Authority may refer the Local Government to the WWFB or UMRB (each a "Board") as appropriate. In the event of default under this Loan Agreement, the Authority shall refer the Local Government to the Board having jurisdiction over the entity. In such event, the Local Government covenants, to the extent permitted by law, to request advisory

technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Local Government to fulfill its obligations to the Authority under this Loan Agreement. The Local Government agrees to supply the Board with any information that the Board may request in connection with its analysis of the Local Government's system. The Local Government agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Local Government to fulfill its obligations to the Authority under this Loan Agreement.

Towns, Cities, and Counties.

- m) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Loan Agreement;
- n) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Loan Agreement;
- o) To receive the approval of the Authority prior to pledging or encumbering the Local Government's State-Shared Taxes; and

Utility Districts & Commissions.

- p) To establish and collect, and to increase user fees and charges sufficient to meet a 1.20X debt service coverage to net revenues. Net revenues are gross earnings, fees and charges, less current expenses. Current expenses are those incurred in the operation of the system, determined in accordance with generally accepted accounting principles ("GAAP"), including the reasonable and necessary costs of operating, maintaining, repairing, and insuring the system, salaries, wages, cost of material and supplies, and insurance premiums, but shall specifically exclude depreciation and debt service payments;
- q) No additional debt payable from Revenues will be issued or entered into unless:
 - i) Prior approval is received from the Authority;
 - ii) The annual audit required by the terms of this Loan Agreement for the most recent fiscal year has been delivered within six (6) months after the end of such fiscal year;
 - iii) The covenant this Loan Agreement is met for the most recent fiscal year;
 - iv) The net revenues of the system for the next three fiscal years ending after the issuance of the additional debt will be sufficient to comply with the covenant in this Loan Agreement; and
 - v) The Local Government has adopted a revised schedule of rates and fees and taken action to put such revisions in effect at or prior to the issuance of the additional debt.

13) SECURITY AND DEFAULT.

- a) **Towns, Cities, and Counties.** As security for payments due under this Loan Agreement, the Local Government pledges users' fees, and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The

Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Loan Agreement.

As further security for payments due under this Loan Agreement, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Loan Agreement. If the Local Government fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within five days of such failure and the Authority shall suspend making disbursements as provided in Section 6 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Loan Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Loan Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Loan Agreement.

If the Local Government breaches any other provision of this Loan Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of such breach. The Local Government's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Loan Agreement.

- b) **Utility Districts and Commissions.** As security for payments due under this Loan Agreement, the Local Government pledges user fees and charges, and covenants and agrees that it shall increase such fees and charges as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Loan Agreement.

Prior to the first disbursement of funds under this Loan Agreement, the Local Government will deposit with the Authority an amount of funds equal to the maximum annual debt service (the "security deposit"). The amount of the security deposit will be adjusted to reflect adjustments in the payment schedule. The Authority will credit the Local Government with interest earnings on the security deposit on at least an annual basis pursuant to policy of the Authority.

As further security for payments due under this Loan Agreement, the Local Government pledges, and assigns, subject to the provisions herein, any funds due to the Local Government from the State.

If the Local Government fails either to fully fund the security deposit as provided above or to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail written notice of such failure to the Local Government within seven days of such failure and the Authority shall suspend making disbursements as provided in Section 6 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 15 days of the receipt of such notice, such failure shall constitute an event of default under this Loan Agreement, and in addition, the Authority shall apply from the security deposit only the funds necessary to liquidate the amount of the delinquency of the Local Government to the Authority as of that date. If the funds deposited in the security deposit are not sufficient to cure the delinquency,

the Authority shall notify the Commissioner of Finance and Administration, and the Commissioner shall withhold such amount from any funds otherwise due to the Local Government from the State and pay such amount to the Authority for deposit into the Fund. The Local Government acknowledges that it has no claim on such funds withheld or paid over as permitted under this Loan Agreement. The Local Government shall replenish the security deposit within 60 days from any withdrawal of funds from that account by the Authority to liquidate the delinquency as provided above. Failure to replenish the security deposit within 60 days shall constitute an event of default under this Loan Agreement.

If the Local Government breaches any other provision of the Loan Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of the breach. The Local Government's failure to cure any breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Loan Agreement.

- c) **Applicable to ALL.** Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies. The Local Government shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Loan Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

14) CONDITIONS PRECEDENT.

This Loan Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:

- a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Loan Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
- b) An opinion of the attorney or special counsel to the Local Government stating:
 - i) The Local Government has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement;
 - ii) This Loan Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;
 - iii) This Loan Agreement is not in conflict in any material way with any contracts, resolutions, or ordinances of the Local Government; and
 - iv) There is no litigation materially adversely affecting this Loan Agreement or the financial condition of the Local Government;
- c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government, as set forth in Paragraph 11(k) above;

- d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project;
- e) If the Local Government is a **Utility District or Commission** and the Project for the expansion of a wastewater facility rather than remedial (correction of public health problem), the Local Government shall submit written evidence of consent to the expansion by the relevant governing bodies;
- f) If the Local Government is a **Town, City, or County**, a representation of the Local Government as to loans and State-Shared Taxes.

15) NONDISCRIMINATION.

The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Project Loan or in the employment practices of the Local Government on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Local Government shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16) PUBLIC NOTICE.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Local Government in relation to this Project Loan shall include the statement, "This project is funded by the Tennessee State Revolving Loan Program." All notices by the Local Government in relation to this Project Loan shall be approved by the State.

17) RECORDS.

The Local Government and any approved subcontractor shall maintain documentation for all charges under this Project Loan. The books, records, and documents of the Local Government, insofar as they relate to work performed or money received under this Project Loan, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Local Government's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

- a) The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- b) In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Local Government shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- c) The Local Government shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Local Government shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

- d) Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

18) LICENSURE.

Any person performing work funded through this Loan Agreement shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

19) AUDIT REPORT.

- a) The Local Government shall be audited in accordance with applicable Tennessee law.
- b) The Local Government will comply with the following 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- c) The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.
- d) The funding for this Project Loan is:
CFDA Title: Capitalization Grants for Drinking Water State Revolving Funds CFDA#: 66.468
Research and Development Award: Number
Grant Number: FS98427221
Federal Awarding Agency: Environmental Protection Agency
- e) Confirmations of funds disbursed can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Local Government Audit's Website at <https://comptroller.tn.gov/>. Any questions regarding sources of funds should be directed to the Department.
- f) At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), loan(s), and amount(s).
- i) 2 C.F.R. Part 200.501, 200.505, 200.512 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2 C.F.R. § 200.501 states, "A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part."

2 C.F.R. § 200.512 states, "(1) The audit must be completed, and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day."

2 C.F.R. § 200.505 states, "In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in § 200.338 Remedies for noncompliance."

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

20) DAVIS-BACON ACT.

The Davis-Bacon Act, 46 Stat. 1494 (Pub. Law 71-800), and Related acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The Davis-Bacon Act (DBA) and Related Acts require contractors and subcontractors to pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The prevailing Davis-Bacon Act wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

The Local Government will comply with the following:

- a) The Local Government must adhere to the most current Wage Rate (Davis-Bacon Act) applicable to the project.
- b) The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
- c) The wage determination (including any additional classifications and wage rates conformed) and a WH-1321 - Davis-Bacon Poster English and a WH-1321 - Davis Bacon Poster Spanish must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
- d) The wage rate information can be obtained at www.wdol.gov/.

21) AMERICAN IRON AND STEEL.

The American Iron and Steel (AIS) provision requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States. This requirement applies to projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Clean Water Act (CWA) includes permanent requirements for the use of AIS in CWSRF projects. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act of FY 2014. As such, all CWSRF projects must comply with Section 608 of the CWA for implementation of the permanent AIS requirements. Therefore, all guidance's adopted for FY 2014 apply for the permanent AIS requirements for the CWSRF. The AIS provision is a permanent requirement for CWSRF treatment works projects. The America's Water Infrastructure Act of 2018 amended the Safe Drinking Water Act to extend the AIS provision for DWSRF projects through Fiscal Year 2023.

Waiver. Each Local Government that receives CWSRF and/or DWSRF water infrastructure financial assistance is required to use American made iron and steel products in the construction of its project. However, if the recipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by EPA, the AIS requirement must be adhered to as described in the Act.

EPA's implementation memorandum on AIS requirements includes specific instructions for communities interested in applying for a waiver.

How to Request a Waiver

General Steps:

- a) Community prepares the waiver request and submits it to the State SRF. The request should include project specifications for the product.
- b) State SRF reviews and submits the request to EPA.
- c) EPA posts the waiver request for public comment for 15 days (see the Waiver Requests Received by EPA tab).
- d) EPA provides a response and posts it on the website.

22)DISADVANTAGED BUSINESS ENTERPRISE (MBE)/WOMEN'S BUSINESS ENTERPRISE (WBE)

In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in sub-agreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment.

Pursuant to 40 C.F.R. § 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure Disadvantaged Business Enterprises (DBE) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and local Government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e).

23)TITLE VI COMPLIANCE.

Local Government shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a) Provide name and contact information of Local Government's Title VI Coordinator to State.
- b) Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
- c) Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d) Annually complete and submit a Title VI self-survey as supplied by Department.
- e) Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.
- f) Additional Title VI resources may be found at: Title VI Compliance Program Website.

24)FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

This Project Loan requires the Local Government to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable FFATA requirements are met and that the Local Government provides information to the State as required.

25)DATA UNIVERSAL NUMBERING SYSTEM (DUNS).

The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Project Loan. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

26)GOVERNING LAW.

This Loan Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Loan Agreement. The Local Government acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Loan Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. Title 9, Chapter 8.

27)SEVERABILITY.

In the event any covenant, condition or provision of this Loan Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions, or provisions hereof.

28)NOTICES COMMUNICATIONS AND CONTACTS.

All instructions, notices, consents, demands, or other communications required or contemplated by this Project Loan shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission,

shall be addressed to the respective party as set out below: Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
State Revolving Fund Loan Program
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Rep. John Lewis Way N.
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Local Government: City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660
ATTN: Patrick Shull, Mayor

29)SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Loan Agreement.

30)EFFECTIVE DATE.

The effective date of this Loan Agreement shall be the date on which the Authority approves this Loan Agreement as by the signature.

IN WITNESS WHEREOF, the parties to this Loan Agreement have caused the Loan Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: City of Kingsport
(City)

Name: _____

Signature: _____
Patrick Shull, Mayor

Signature: _____

Date: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

Signature: _____
David W. Salyers, P.E., Commissioner

Signature: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

**DEPARTMENT OF ENVIRONMENT AND
CONSERVATION
OFFICE OF GENERAL COUNSEL**

Signature: _____

Date: _____

(PLEASE TYPE ON CITY ATTORNEY'S LETTERHEAD)
(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: City of Kingsport (Sullivan/Hawkins County)
DG8 2022-249
Project: AMI Water Meter Purchases

Dear Madam/Sir:

I am the City Attorney for City of Kingsport, Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$1,300,000.

Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of Kingsport, Tennessee furnish you with my opinion as to certain matters. It is my opinion that:

1. The City of Kingsport, Tennessee City, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the City of Kingsport, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the City of Kingsport, Tennessee, municipality; and
4. There is no litigation materially adversely affecting the Agreement or the financial condition of the City of Kingsport, Tennessee, Tennessee, a municipality.

Sincerely,

Name, Title
Firm

(PLEASE TYPE ON ENGINEER'S LETTERHEAD)

(MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

(insert date)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: City of Kingsport (Sullivan/Hawkins County)
DG8 2022-249
Project: AMI Water Meter Purchases

Dear Madam/Sir:

We are the consulting engineers for the City of Kingsport, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$1,300,000 to finance the above referenced project, you have requested that the City of Kingsport furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the City of Kingsport, Tennessee are sufficient based on a Rate Study dated (insert date of rate study) to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated Project costs are reasonable; and
3. The estimated completion date of the Project will be (insert date project completion date).

Sincerely,

Name, Title
Firm

ATTACHMENT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Environmental Justice, Executive Order 12898, 59 Fed. Reg. 7629 (1994), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management) and as further amended by Executive Order 13690, 80 FR 6425 (2015), as amended.

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

Fish and Wildlife Coordination Act, (Pub. L. 85-624, 16 U.S.C. § 661 et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972, (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

Water Resources Reform and Development Act (WRRDA), (Pub. L. 113-121).

America's Water Infrastructure Act of 2018 (AWIA), (Pub. L. 115-270).

Archeological and Historic Preservation Act of 1974, (Pub. L. 86-523, 16 U.S.C. 469-469c), as amended

Improper Payment Elimination and Recovery Act of 2010, (31 U.S.C. § 3321 et seq.).

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Inter-governmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Procurement Prohibitions under Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Kickbacks from Public Works Employees Prohibited, 18 U.S.C. § 874.

Requirements for Public Work Contractors to Comply with U.S. Dept. of Labor Regulations (Pub. L. 103-322, Title XXXIII, § 330016(1)(K), 40 U.S.C. § 3145), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L. 114-181, 29 U.S.C. § 621, et seq.), as amended.

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Equal Employment Opportunity, Executive Order 11246 [30 Fed. Reg. 12319, 12935 (1965)].

Executive Order 11375 (32 Fed. Reg. 14303 (1967)), and Executive Order 13672 (79 Fed. Reg. 42971 (2014)).

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.



AGENDA ACTION FORM

A Resolution to Award the Bid for the Partial Re-Roofing of the MeadowView Conference Resort & Convention Center

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

Action Form No.: AF-198-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Michael T. Borders
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on June 15th, 2022 for the partial re-roofing project. A total of five bids were received. It is recommended to award the bid to Genesis Roofing in the amount of \$912,400.00 for the base bid and alternates #2,3,4,5,6,7,8 and 9 with a contingency of \$54,744.00 and engineering fees of \$27,372 for a project total of \$994,516.00. Genesis Roofing estimates they can begin the project within 90-150 days of contract execution and complete all sections of the roof within 210 days.

This project was original bid in April of 2020 and three bids were received. The low bid was \$1,027,448.00 and all bids were ultimately rejected due to insufficient project funds. Staff have worked with ReDeisgn Architecture and NOVA Engineering and Environmental on cost reduction methods and alternatives for the project. Consultants and staff identified a potential savings by not removing all existing insulation. NOVA originally performed an infrared roof survey in August of 2021 to determine areas of water penetration and where a total replacement of the roof would be necessary which is approximately 1,000 square feet. NOVA estimates an additional 10-15% penetration from the August 2021 survey and will conduct an additional survey prior to start of the re-roofing as well as be on site during the removal of penetrated areas. Consultants estimate this has resulted in a material costs savings of approximately \$250,000.00.

The approximately 108,000 square feet of roof surface was divided into a base bid (City's portion of Lobby and Convention Center) and a total of 9 alternates. This bid is in conjunction with Kingsport Hotel, LLC whose roof area is bid alternate #1.

Funding is identified in MV2000

Attachments:

1. Resolution
2. Bid Tabulation

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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PARTIAL RE-ROOFING PROJECT OF THE MEADOWVIEW CONFERENCE RESORT AND CONVENTION CENTER TO GENESIS ROOFING 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 June 15, 2022, for the partial re-roofing project of the MeadowView Conference Resort and Convention Center; and

WHEREAS, upon review of the bids, the board finds Genesis Roofing is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the partial re-roofing of approximately 108,000 square feet of the MeadowView Conference Resort and Convention Center from Genesis Roofing at an estimated construction cost of \$912,400.00; and

WHEREAS, funding is identified in project number MV2000;

Now therefore,

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

SECTION I. That the bid for the partial re-roofing project of the MeadowView Conference Resort and Convention Center, consisting of re-roofing approximately 108,000 square feet of the MeadowView Conference Resort and Convention Center at an estimated cost of \$912,400.00, is awarded to Genesis Roofing, 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 board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the public.

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

ADOPTED this the 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Sign Agreement with Tri-Cities United for the Use of Eastman Park at Horse Creek

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

Action Form No.: AF-175-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2021
 Staff Work By: Kitty Frazier
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

Tri-Cities United (TRIC) has worked with the City of Kingsport to organize and operate recreational soccer programs and to provide competitive soccer opportunities within the region. In recent years their primary facility for program operations has been Eastman Park at Horse Creek.

The current agreement is nearing the end of its term. TRIC and staff desire to enter into a new agreement. The proposed new agreement allows TRIC to utilize Eastman Park at Horse Creek during their spring and fall seasons. Additionally, the proposed agreement creates a framework through which the parties will engage in good faith efforts to advance the Tribe Sports Initiatives and continue collaborations with promotions, marketing, skills training, and the integration of Dobyns-Bennett coaches into the advisory board.

This agreement allows the City of Kingsport to partner with Tri-Cities United to provide high quality soccer opportunities for the citizens of Kingsport.

Attachments:

1. Resolution for Tri-Cities United use of Eastman Park at Horse Creek

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: *dw*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH TRI-CITIES
UNITED FOR THE USE OF EASTMAN PARK AT HORSE CREEK AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL
OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, Tri-Cities United (TRIC) has worked with the city to organize and operate recreational soccer programs and to provide competitive soccer opportunities within the region, and in recent years their primary facility for program operations has been Eastman Park at Horse Creek; and

WHEREAS, this agreement will be for the term of July 1, 2022 through June 30, 2023, and the proposed agreement creates a framework pursuant to which the parties will engage in good faith efforts to advance the Tribe Sports Initiatives and continue collaborations with promotions/ marketing.

Now therefore,

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

SECTION I. That an agreement with Tri-Cities United for the use of Eastman Park at Horse Creek, 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 Tri-Cities United for the use of Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
TRI-CITIES UNITED

THIS AGREEMENT made by and entered into as of this ____ day of ____ July, 2022, by and between the CITY OF KINGSPORT, hereinafter called "CITY", and TRI-CITIES UNITED, hereinafter called "TRIC".

WITNESSETH:

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, the Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and

WHEREAS, TRIC, is a non-profit organization that is organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as the "facilities"; and

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

NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

I. Term

1. This Agreement shall begin on the date of the execution hereof and end on June 30, 2023. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II. Oversight Committee

1. Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:

- a. Parks and Recreation Advisory Committee member or designee
 - b. TRIC Recreation Coordinator
 - c. TRIC President or representative appointed by TRIC Board of Directors
 - d. Parks and Recreation Department staff member
 - e. Dobyns Bennett Boys varsity soccer coach or designee
 - f. Dobyns Bennett Girls varsity soccer coach or designee
2. It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These 6 positions must be 6 different persons.
3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following;
- Review of residency issues;
 - Review of program statistics related to participation and benchmark data;
 - Review of scheduling and of facility and program operations; and
 - Items in Section IV.9 pertaining to items that TRIC provides to CITY.
4. Items that CITY receives from TRIC are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III. Option to Renew

1. This Agreement may be renewed for one additional term of one year at the option but not the obligation of the parties, conditioned upon the following:
- a. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.
 - b. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to ensure that the service to the citizens of Kingsport and the emphasis of the Kingsport Recreational Soccer program has remained the primary focus.

IV. Use of Facilities

1. TRIC will be the primary youth soccer provider, hereinafter referred to as "Kingsport Recreational Soccer Program", for CITY. Thus, during the period ending June 30, 2023, TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:
- Lives inside the city limits of Kingsport; based on 911 address.
 - Parent/Legal Guardian pays city of Kingsport property tax; or
 - Participant attends a school operated by the City of Kingsport School System.
2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.
3. The third priority for use of the facilities is the TRIC Academy programs that have less than 51% CITY residents.
4. "Friendlies": The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at the facilities. Other games not involving TRIC teams may not be held at facility without prior approval of CITY.
6. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:
- 2 practices per week
 - 5-7 league days during season
 - 1 local festival per season
 - 2-3 friendlies per season
 - 1-2 level appropriate tournaments per season
7. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.
8. TRIC may use the conference room located at facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room.
9. The City will allow minimal storage, for equipment and supplies, inside the designated maintenance area of the facilities main building. TRIC will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.
10. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at Eastman Park at Horse Creek.

11. TRIC regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than once during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC Recreational Soccer Programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.

12. CITY reserves the right to utilize the facilities when TRIC league activities are not scheduled. If facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

13. TRIC may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

14. TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

15. CITY shall at all times have the right to inspect the facilities being used by TRIC and all TRIC sponsored activities related to the use of facilities.

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

8. Obligations of CITY

a. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:

- i. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
- ii. Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
- iii. Maintain all bleachers in a safe and secure condition.
- iv. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
- v. Maintain structural integrity of concession stands, restrooms, and city storage areas including repair or replacement of damaged roofs, doors, and windows.
- vi. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
- vii. Maintain all scoreboards and control systems.
- viii. Maintain field irrigation system and watering schedules of turf areas.
- ix. Communicate with TRIC field mowing, fertilization and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.
- x. Provide TRIC with contact information for after-hour and everyday needs.
- xi. Maintain and repair all parking areas to include gates.
- xii. Maintain all trails within the facilities.
- xiii. Establish key control and Musco control link access.
- xiv. Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day, 7 days per week, with TRIC responsible for cleaning as needed all other times.
- xv. Determine all rental fees and rules for usage of facility.
- xvi. Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.
- xvii. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- xviii. Establish policy for field lighting usage and access to computer codes.
- xix. Provide a plan for and approve all capital improvements with input from TRIC.
- xx. Provide for insurance on buildings.
- xxi. Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the facilities; and
- xxii. Line fields as needed for events and activities assigned to user groups other than TRIC.
- xxiii. Ensure the facility is locked when not in use.
- xxiv. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

9. Obligations of TRIC

a. TRIC agrees to:

- i. Provide to the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.
- ii. Provide a scholarship program for the underprivileged.
- iii. Meet the following benchmarks for the Kingsport Recreational Soccer Program:
 - A. Increase overall participation in the Recreational Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be

assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. TRIC will provide participant data with 911 addresses.

- B. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants, and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.
- C. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web based trainings, printed materials, etc.).
- D. Consider hosting two tournaments each year that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.
- E. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
 - b. Perform a Criminal Background Check through Tennessee State Soccer on each volunteer who coaches or has one on one contact with youth. The purpose is to make the program as safe as possible for the youth participants. Volunteer applicants who have a past history of child abuse or molestation, violent behavior, drug or substance abuse, or other inappropriate behavior should be denied the opportunity to volunteer.
 - c. At no expense to CITY, provide the following maintenance and repair:
 - i. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by TRIC.
 - ii. TRIC shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
 - iii. Line all fields for TRIC recreation league, academy, and tournament play.
 - iv. Monitor restroom facility and stock supplies to be provided by CITY.
 - v. Adhere to CITY rules that pertain to field usage and provide input on overuse.
 - d. Furnish to the CITY Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the CITY Parks and Recreation Department.
 - e. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.
 - f. Schedule and meet with the CITY Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.
 - g. Provide CITY with completed accident and incident reports pertaining to TRIC's use of facilities.
 - h. Report any facility maintenance problems to CITY designated personnel.
 - i. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day, 7 days per week, with TRIC responsible for cleaning as needed all other times.
 - j. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.
 - k. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.
 - l. A minimum payment of \$6,000 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, TRIC will be given a credit of \$20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The \$6,000 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.
 - m. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.
 - n. Ensure the facility is locked each day at the conclusion of TRIC's use each day.
 - o. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.
 - p. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
 - q. Utilize the sports lighting in an efficient manner to help reduce electrical costs.
 - r. Follow all Park rules that have been established by the CITY Parks and Recreation Department.
 - s. Assist CITY in moving and relocating soccer goals in the facilities. TRIC is responsible to ensure goals are properly anchored. As per the City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:
 - i. Auger-style anchors that are screwed into the ground;
 - ii. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal.
 - t. Allow ex-officio representation by CITY Parks and Recreation on TRIC Board.
 - u. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by TRIC members is outside the scope of this Agreement.
 - v. Hold CITY harmless from all damage or loss to TRIC equipment located at the facilities unless specifically caused by the sole negligence of CITY.
 - w. Provide CITY Parks and Recreation statistical data pertaining to participation and attendance at

Facilities on a monthly basis.

x. Include Photo & Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that our City offers and become the City's sole property. The City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on the CITY's website and social media.

y. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann. § 68-54-100 "Sudden Cardiac Arrest Prevention Act"

z. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

10. Assignment and Exclusivity

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

11. Insurance and Indemnification

a. TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

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

12. **Miscellaneous Provisions:**

a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

b. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.

c. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

d. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals.

[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 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Sign Agreement with Tri-Cities United for concession rights at Eastman Park at Horse Creek

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

Action Form No.: AF-178-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2021
 Staff Work By: Kitty Frazier
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

Tri-Cities United (TRIC) has worked with the City of Kingsport to organize and operate recreational soccer programs and to provide competitive soccer opportunities within the region. In recent years their primary facility for program operations has been Eastman Park at Horse Creek.

The current agreement is nearing the end of its term. TRIC and staff desire to enter into a new agreement. The proposed new agreement allows TRIC to provide concession services at Eastman Park at Horse Creek for their programs.

This agreement allows the City of Kingsport to partner with Tri-Cities United to provide high quality services to the citizens of Kingsport who visit Eastman Park at Horse Creek for soccer activities.

Attachments:

1. Resolution for Tri-Cities United concession rights at Eastman Park at Horse Creek

Funding source appropriate and funds are available: *Jim*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH TRI-CITIES UNITED FOR CONCESSION RIGHTS AT EASTMAN PARK AT HORSE CREEK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Tri-Cities United (TRIC) has worked with the city to organize and operate recreational soccer programs and to provide competitive soccer opportunities within the region, and in recent years their primary facility for program operations has been Eastman Park at Horse Creek; and

WHEREAS, previously the city has granted TRIC concession rights to sell food, refreshments, confectionary and beverages at Eastman Park at Horse Creek; and

WHEREAS, staff recommends the city again enter into an agreement with TRIC granting concession rights for the term of July 1, 2022 through June 30, 2023, at Eastman Park at Horse Creek.

Now therefore,

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

SECTION I. That a concession agreement with Tri-Cities United Eastman Park at Horse Creek 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 Tri-Cities United Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this ____ day of _____, 2022, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called LESSOR, AND Tri-cities United, hereinafter called CONCESSIONAIRE.

W-I-T-N-E-S-S-E-T-H

That for and in consideration of \$50.00 per season, to be paid seasonally by CONCESSIONAIRE TO LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of July 1, 2022, through June 30, 2023, the concession rights for the sale of food, refreshments, confectionery and beverages at the soccer fields at 2969 Sullivan Gardens Parkway.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to insure that it is in a safe and usable condition at all times, and shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights or assign this agreement.

2. LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.
3. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such, and will not do anything that would violate such pouring rights, including concessions or advertising.
4. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.
5. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a dumpster.
6. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.
7. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.
8. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.
9. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.
10. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this agreement shall work a forfeiture of this agreement, and the City may take possession on a twenty-four (24) hour notice.
11. CONCESSIONAIRE may voluntarily terminate the agreement upon five (5) days written notice to the City.
12. CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All of such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.
13. CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing the Purchase of Replacement Textbooks by Kingsport City Schools for Fiscal Year 2023 and Authorizing the City Manager to Execute a Blanket Purchase Order for the Same

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

Action Form No.: AF-180-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Staff
 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. The majority of our textbooks come from Tennessee Book Company. There is \$270,600.00 allocated for textbook purchases during FY23.

The funding for FY23 textbook purchases will come from various textbook budget accounts 141-71XX-711-0449.

The Board of Education authorized the purchase of textbooks and a blanket purchase order for the same on June 14, 2022.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF
REPLACEMENT TEXTBOOKS BY KINGSPORT CITY SCHOOLS
FOR FISCAL YEAR 2023 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 textbooks and has recommended new books for adoption by local school districts to use in all grades; and

WHEREAS, Kingsport City Schools will order most of the books from Tennessee Book Company in a centralized blanket order for all grades at all schools for fiscal year 2023, at a cost of \$270,600.00; and

WHEREAS, 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; and

WHEREAS, the Board of Education approved the purchase and blanket purchase order on June 14, 2022.

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 of Kingsport City Schools for fiscal year 2023, from Tennessee Book Company in the amount of \$270,600.00 is approved and the city manager is authorized to execute a blanket purchase order for same.

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

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

ADOPTED this the 21st day of June, 2022.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder
APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney



AGENDA ACTION FORM

A Resolution to Extend the Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE)

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

Action Form No.: AF-193-2022
Work Session: June 20, 2021
First Reading: N/Aa

Final Adoption: June 21, 2021
Staff Work By: Jessica Harmon
Presentation By: J. Harmon

Recommendation:
Approve the resolution.

Executive Summary:
The lease agreements with Northeast State Community College for all three facilities in the Academic Village will expire June 30, 2022. The lease agreements currently in effect authorize the parties to renew the lease term for one additional year. These agreements include Blazier-Wilson Hall (RCAT) located at 222 W. Main Street, the Regional Center for Health Professions (RCHP) located at 300 W. Main Street and the Kingsport Center for Higher Education (KCHE) located at 300 W. Market Street. If extended, the lease would expire on June 30, 2023.

The Higher Education Commission is currently taking a closer look at what the return to learning is like after the pandemic. This evaluation will allow them to make recommendations on how Higher Education is managed and facilitated in Kingsport to better utilize space.

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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING 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

WHEREAS, the city would like to amend the leases with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, for space in the Regional Center for Health Professions (RCHP), located at 300 West Main Street and for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street; and

WHEREAS, the city and the Tennessee Board of Regents would like to renew the leases, with a term to expire June 30, 2023, with the option to renew for an additional year.

Now therefore,

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

SECTION I. That the Lease Amendment for the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, 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 Lease Amendment with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into as of June _____, 2022 by and between the City of Kingsport, as Lessor, and Tennessee Board of Regents on behalf of Northeast State Community College, as State.

RECITALS:

Whereas Lessor and State are parties to a certain Lease Agreement fully executed as of July 9, 2020 ("Lease"), relating to certain premises located at 222 West Main Street, Kingsport, Tennessee; and Whereas, Lessor and State desire to extend the term of the Lease for an additional year.

NOW, THEREFORE, the parties hereby agree to amend the terms and conditions of the Lease specifically as set forth herein:

1. Section 3 **TERM** is deleted in its entirety and replaced with the following:

3. **TERM:** The term of this lease shall commence on July 1, 2022 and shall end on June 30, 2023 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual

agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

2. Except as hereinafter modified and amended, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

3. Lessee fully understands that this Amendment is not binding except and until all appropriate State Officials signatures have been fully obtained, approval of this Amendment has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessee.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto

[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 lease set out herein that do not substantially alter the material provisions of the lease and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the Lease Amendment for the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in the Regional Center for Health Professions (RCHP) located at 300 West Main Street, 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, the Lease Amendment with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into as of June __, 2022 by and between the City of Kingsport, as Lessor, and Tennessee Board of Regents on behalf of Northeast State Community College, as State.

RECITALS:

Whereas Lessor and State are parties to a certain Lease Agreement fully executed as of July 9, 2020 ("Lease"), relating to certain premises located at 300 West Main Street, Kingsport, Tennessee and

Whereas Lessor and State desire to extend the term of the Lease for an additional year.

NOW, THEREFORE, the parties hereby agree to amend the terms and conditions of the Lease

specifically as set forth herein:

1. Section 3 **TERM** is deleted in its entirety and replaced with the following:

3. **TERM:** The term of this lease shall commence on July 1, 2022 and shall end on June 30, 2023 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

2. Except as hereinafter modified and amended, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

3. Lessee fully understands that this Amendment is not binding except and until all appropriate State Officials signatures have been fully obtained, approval of this Amendment has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessee.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION VII. That the Lease Amendment for the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street, is approved.

SECTION VIII. 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 Lease Amendment with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into as of June____, 2022 by and between the City of Kingsport, as Lessor, and Tennessee Board of Regents on behalf of Northeast State Community College, as State.

RECITALS:

Whereas Lessor and State are parties to a certain Lease Agreement fully executed as of July 9, 2020 ("Lease"), relating to certain premises located at 300 West Market Street, Kingsport, Tennessee and Whereas Lessor and State desire to extend the term of the Lease for an additional year.

NOW, THEREFORE, the parties hereby agree to amend the terms and conditions of the Lease specifically as set forth herein:

1. Section 3 **TERM** is deleted in its entirety and replaced with the following:

3. **TERM:** The term of this lease shall commence on July 1, 2022 and shall end on June 30, 2023 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

2. Except as hereinafter modified and amended, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

3. Lessee fully understands that this Amendment is not binding except and until all appropriate State Officials signatures have been fully obtained, approval of this Amendment has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessee.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 21st day of June, 2022.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney



AGENDA ACTION FORM

A Resolution to Extend the 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-194-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Jessica Harmon
 Presentation By: J. Harmon

Recommendation:

Approve the resolution.

Executive Summary:

The Kingsport Center for Higher Education houses two higher education institutions which offer programs. They include Northeast State Community College (who manages the facility) and East Tennessee State 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 East Tennessee State University 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 \$50,000.00 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

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY PROVIDING CLASSES AT THE KINGSFORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITY 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 and Northeast State Community College offer programs at the Kingsport Center for Higher Education; and

WHEREAS, an agreement is needed with East Tennessee State University to offer educational services at the Kingsport Center for Higher Education for the upcoming school year; and

WHEREAS, city must authorize a sublease between the Tennessee Board of Regents for its Northeast State Community College as tenant of the Kingsport Center for Higher Education and East Tennessee State University as a sub-tenant which will enable East Tennessee State University to offer classes at the Kingsport Center for Higher Education.

Now therefore,

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

SECTION I. That an agreement with East Tennessee State University for educational services at the Kingsport Center for Higher Education 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 East Tennessee State 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, 2022 through June 30, 2023 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 agreement, subleasing a portion of the Kingsport Higher Education Center to East Tennessee State University by Northeast State Community College to enable such entity 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 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Approving a Limited Warranty on the Generator at the Fire Training Facility

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

Action Form No.: AF-177-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Shea Payne
 Presentation By: Chief Boyd

Recommendation:

Approve the resolution.

Executive Summary:

Staff recommends the board approve a 5 year limited warranty on the "Stand-By Generator" at the Fire Training Facility. The Generator has already been installed at the facility and this is no additional cost to the City of Kingsport.

This is to authorize the Mayor to sign all the appropriate documents for the City of Kingsport to accept the 5 year limited warranty.

Attachments:

1. Resolution
2. Warranty Acknowledgment Form

Funding source appropriate and funds are available: _____

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A GES/MSG WARRANTY ACKNOWLEDGEMENT FORM WITH GENERAC POWER SYSTEMS, INC., FOR A LIMITED WARRANTY FOR THE STAND-BY GENERATOR INSTALLED AT THE FIRE TRAINING FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE FORM

WHEREAS, a stand-by generator was installed as part of the construction of the fire training facility; and

WHEREAS, city's architect and contractor for the project have advised staff that it is necessary to execute the GES/MSG warranty acknowledgement form to receive the benefits of the manufacturer's five year limited warranty.

Now therefore,

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

SECTION I. That a GES/MSG Warranty Acknowledgment Form with Generac Power Systems, Inc., for a 5 year limited warranty on the stand by generator at the fire training facility, 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 GES/MSG Warranty Acknowledgment Form with Generac Power Systems, Inc., for a five (5) year limited warranty on the stand by generator at the fire training facility, to deliver the form and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the form and this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the form 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 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

GES/MSG Warranty Acknowledgment Form

GENERAC

2C, 3C, 5C, 7C, 10C Limited Warranty for Industrial Liquid-Cooled Standby Power Systems

NOTE: ALL UNITS MUST HAVE THE START-UP INSPECTION PERFORMED BY AN AUTHORIZED GENERAC SERVICING DEALER

Start-up Dealer #	1000221	Owner Name	City of Kingsport Fire Dept.
Start-up Dealer Name	Energy Systems South East	Address	130 Island Road
Address	3235 Veterans Circle	City	Kingsport
City	Birmingham	State	TN
State	AL	Zip	37660
Zip	35235	Phone	423-229-9444
Phone	205-520-2183	Start-up Date	02/14/2022
Start-up performed by	Houston Garland		

Type Of Warranty Registration (check one)

☐ 2C (0J4299) ☐ 3C (TBD) ☐ 5C (0J4301) ☐ 7C (0L2350) ☐ 10C (0L2381)

Genset Model Number	SD80
Genset Serial Number	3009067849
Transfer Switch Model Number	TX301NN0400G3CH
Transfer Switch Serial Number	3009106529

NOTE: Secondary transfer switches not covered under generator warranty. Must be purchased separately.

This form, a copy of the startup paperwork and the acceptance form must be returned to the Managed Services Group (MSG) within ten (10) DAYS OF INITIAL START-UP. This warranty is for Generac Power Systems Industrial Products National Accounts Division liquid-cooled units only.

TO THE CUSTOMER: This acknowledgment form is your certificate that the Liquid-Cooled Standby Generac Power Systems, Inc. Model/Unit indicated is covered by the indicated applicable warranty. You are entitled to coverage against DEFECTS IN MATERIALS or WORKMANSHIP in certain parts of the Liquid-Cooled Generator/Unit beyond the end of the standard published Generac Power Systems, Inc. Standby Warranty. Such protection is specified on the 2C (0J4299), 3C (TBD), 5C (0J4301), 7C (0L2350), or 10C (0L2381) Warranty Statement. I HEREBY CERTIFY I HAVE READ AND UNDERSTOOD THE PROVISIONS OF THE STANDARD PUBLISHED STANDBY WARRANTY AND THE TERMS AND CONDITIONS OF THE APPLICABLE WARRANTY PROGRAM.

This form may be executed by facsimile signature or electronic signature and such signatures shall constitute an original for all purposes.

Customer Signature _____ Date _____

TO THE DEALER: The start-up dealer is responsible for the completion and submittal of the applicable Warranty Acknowledgment Form to the Generac Power Systems, Inc. MSG Department. Start-up dealer is also responsible for providing the customer (end-user) their copy of this form and the terms and conditions of coverage.

This form may be executed by facsimile signature or electronic signature and such signatures shall constitute an original for all purposes.

Dealer Signature Energy Systems South East Date 12/15/21

Generac Power Systems 5 Year (5M) Limited Warranty for Residential and Commercial Standby Generators

For the period of warranty noted below, and upon the successful start-up and/or on-line activation of the unit, Generac Power Systems, Inc. "Generac" warrants that its Generator and/or transfer switch system will be free from defects in material and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Authorized Generac Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Authorized Generac Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

Warranty Coverage: Warranty coverage period is for Five (5) years or two-thousand (2,000) hours, whichever occurs first.

Warranty Coverage Year(s)	1-2	3	4-5
USA, USA Territories, Canada	Parts, Labor and Limited Travel	Parts Only	Major Parts Component Only
International ¹	Parts, Labor and Limited Travel	Parts Only	None

¹Units sold for international use are limited to 1,000 hours of use.

Guidelines:

- Warranty begins upon the successful start-up and/or on-line activation of the unit.
- Unit must be registered and proof of purchase available.
- Any and all warranty repairs and/or concerns must be performed and/or addressed by an Authorized/Certified Generac Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Authorized/Certified Generac Service Dealers not authorized in writing by Generac will not be covered.
- This Warranty is transferable between ownership of original install site.
- Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.
- Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.
- Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents or scratches to the painted enclosure should be repaired promptly by the owner.
- Warranty only applies to permanently wired and mounted units.
- Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
- Proof of performance of all required maintenance must be available.
- Travel allowance is limited to 100 miles maximum and three (3) hours maximum (per occurrence, whichever is less) round trip from the nearest Authorized Generac Dealer. Any additional travel required will not be covered.

The following will NOT be covered by this warranty:

- Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
- Damage/failures to the generator and/or transfer switch system caused by accidents, shipping, handling, or improper storage.
- Damage/failures caused by operation with improper fuels, speeds, loads or installations other than what's recommended or specified by Generac Power Systems.
- Damage to the generator and/or transfer switch due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/antifreeze.
- Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent, reptile, and/or insect infestation.
- Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or reinstallation of generator (i.e. cranes, hoists, lifts, et al.).
- Planes, ferries, railroad, buses, helicopters, snowmobiles, snowcats, off-road vehicles or any other mode of transport deemed not standard by Generac.
- Products that are modified or altered in a manner not authorized by Generac in writing.
- Starting batteries, fuses, light bulbs, engine fluids and any related labor.
- Steel enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
- Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as defined by Generac. Contact an Authorized Generac Service Dealer for definitions.
- Shipping costs associated with expedited shipping.
- Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.
- Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
- Failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS FROM STATE TO STATE.

FOR AUSTRALIA ONLY: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For Service or other product inquiries in Australia, please contact Allpower by phone at 1800-333-428 or visit Allpower's website at www.allpower.com.au.

FOR NEW ZEALAND ONLY: Nothing in this warranty statement excludes, restricts or modifies any condition, warranty right or remedy which pursuant to the New Zealand Legislation (Commonwealth or State) including the Fair Trading Practices Act of 1986 or the Consumer Guarantees Act 1993 ("CGA") applies to this limited warranty and may not be so excluded, restricted or modified. Nothing in this statement is intended to have the effect of contracting out of the provisions of the CGA, except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention. If you acquire goods from Generac Power Systems or any of its authorized resellers and distributors for the purposes of a business, then pursuant to section 43(2) of the CGA, it is agreed that the provisions of the CGA do not apply. For Service or other product inquiries in New Zealand, please contact Allpower by phone at 09-269-1160 or visit Allpower's website at www.allpower.com.nz.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187
Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Authorized Dealer and to download schematics, exploded views and parts lists
visit our website: www.generac.com

Garantía limitada extendida de 5 años (5M) de Generac Power Systems para los generadores de respaldo residenciales y comerciales

Durante el período de garantía indicado abajo y desde la puesta en marcha y/o activación exitosa en línea de la unidad, Generac Power Systems, Inc. "Generac" garantiza que su sistema de generador y/o interruptor de transferencia estará libre de defectos de material y/o mano de obra para los ítems y el período indicados a continuación. Generac, a su discreción, reparará o sustituirá cualquier pieza o piezas que, por medio de la evaluación, inspección y prueba efectuada por Generac o un concesionario de servicio autorizado de Generac, se determine que es o son defectuosa(s). Todo equipo que el comprador o propietario reclame como defectuoso debe ser evaluado por el concesionario de servicio autorizado de Generac más cercano. Los componentes relacionados con emisiones están excluidos de la cobertura bajo esta garantía extendida. La cobertura de la garantía de emisiones se detalla por separado en una garantía de emisiones.

Cobertura de la garantía: El período de cobertura de la garantía es de cinco (5) años o dos mil (2000) horas, lo que ocurra primero.

Cobertura de la garantía en el o los año(s)	1-2	3	4-5
EE. UU., Territorios de EE. UU., Canadá	Sobre piezas, mano de obra y gastos de viaje limitados	Solo piezas	Solo componentes de piezas principales
Internacional ¹	Sobre piezas, mano de obra y gastos de viaje limitados	Solo piezas	Ninguno

¹Las unidades vendidas para uso internacional están limitadas a 1000 horas de uso.

Directrices:

- La garantía comienza con la puesta en marcha y/o activación exitosa en línea de la unidad.
- La unidad debe estar registrada y tener prueba de compra disponible.
- Cualquiera y todas las reparaciones y/o preocupaciones por garantía deben ser efectuadas y/o dirigidas por un concesionario de servicio autorizado o certificado de Generac, o una sucursal de este. Las reparaciones o los diagnósticos efectuados por personas diferentes de los concesionarios de servicio autorizados o certificados de Generac, no autorizados por escrito por Generac, no serán cubiertos.
- Esta garantía es transferible entre propietarios del sitio de instalación original.
- Los calentadores de refrigerante del motor (calentadores de bloque), los controles del calentador y las bombas de circulación suministrados por Generac solo están cubiertos durante el primer año de prestación de la garantía.
- Generac puede elegir reparar, sustituir o reembolsar una pieza del equipo a su exclusiva discreción.
- Los gabinetes están garantizados contra corrosión solamente durante el primer año de propiedad. El daño causado después de la recepción del generador es responsabilidad del comprador y no está cubierto por esta garantía. Las muescas, raspaduras, abolladuras o rayaduras de gabinete pintado deben ser reparadas sin demora por el propietario.
- La garantía corresponde solamente a las unidades conectadas y montadas en forma permanente.
- Los daños a cualquier componente o los daños emergentes causados por el uso de una pieza que no sea OEM no estarán cubiertos por la garantía.
- Debe haber disponible prueba de la ejecución de todo el mantenimiento requerido.
- Las asignaciones para viaje están limitadas a 100 millas como máximo y tres (3) horas como máximo (por ocurrencia, lo que sea menor), viaje de ida y vuelta, desde el concesionario de servicio autorizado de Generac más cercano. Todo gasto de viaje adicional requerido no será cubierto.

Lo siguiente NO será cubierto por esta garantía:

- Los costos del mantenimiento normal (es decir: afinaciones, pieza(s) relacionada(s), ajustes, abrazaderas sueltas o con fugas, instalación y puesta en marcha).
- Los daños/fallos del sistema de generador y/o interruptor de transferencia causados por accidentes, envío, manipulación, o almacenamiento incorrecto.
- Los daños/fallos causados por la operación con combustibles, velocidades, cargas, o instalaciones incorrectas diferentes de las recomendadas o especificadas por Generac Power Systems.
- Daño al generador y/o el interruptor de transferencia debido al uso de piezas y/o equipos que no sean de Generac, combustibles, aceites, refrigerantes/anticongelantes contaminados, o falta de combustibles, aceites, refrigerantes/anticongelantes apropiados.
- Fallos debidos a: desgaste y daño normal, accidente, uso indebido, abuso, negligencia, instalación incorrecta, dimensionamiento incorrecto, o plagas de roedores y/o insectos.
- Equipos arrendados usados mientras se llevan a cabo reparaciones de garantía y/o todos los equipos extraordinarios usados para retirar y/o reinstalar el generador, (esto es: grúas, malacates, elevadores, etc.).
- Aeronaves, transbordadores, ferrocarril, autobuses, helicópteros, motocicletas para nieve, camiones para nieve, vehículos fuera de ruta o cualquier otro modo de transporte no considerado estándar por Generac.
- Los productos que sean modificados o alterados en forma no autorizada por Generac por escrito.
- Las baterías de arranque, fusibles, bombillas de luz, fluidos para el motor y mano de obra relacionada.
- Los gabinetes de acero que se corrompen debido a instalación incorrecta, ubicación en un entorno agresivo o con agua salada, o se rayen donde esté comprometida la integridad de la pintura aplicada.
- Las unidades vendidas, calificadas para, o usadas en aplicaciones de "Alimentación eléctrica principal", "Montada en remolque" o "Unidad en alquiler" como las define Generac. Comuníquese con un concesionario autorizado de Generac para obtener las definiciones.
- Los costos de envío asociados con envío urgente.
- Los costos adicionales por horas extra y/o feriados o los costos de mano de obra de emergencia por reparaciones fuera del horario de trabajo normal.
- Todos los daños accesorios, emergentes o indirectos causados por defectos en los materiales o mano de obra o toda demora en la reparación o sustitución de la(s) pieza(s) defectuosa(s).
- Los fallos causados por cualquier acto de fuerza mayor o causa externa, que incluyen, sin limitaciones, incendio, robo, congelamiento, guerra, rayos, terremoto, tormenta de viento, granizo, agua, tornado, huracán, o cualesquiera otros asuntos que estén fuera del control razonable del fabricante.

ESTA GARANTÍA SUSTITUYE CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA. ESPECÍFICAMENTE, GENERAC NO EXTIENDE NINGUNA OTRA GARANTÍA ACERCA DE LA COMERCIALIZACIÓN O APTITUD PARA UN PROPÓSITO EN PARTICULAR. LA DURACIÓN DE TODAS LAS GARANTÍAS IMPLÍCITAS PERMITIDAS POR LA LEY ESTARÁ LIMITADA A LAS CONDICIONES DE LA GARANTÍA EXPRESA ESTIPULADA EN LA PRESENTE. ALGUNOS ESTADOS NO PERMITEN LIMITACIONES DE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA; POR LO TANTO, LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. LA ÚNICA RESPONSABILIDAD DE GENERAC SERÁ REPARAR O SUSTITUIR LA(S) PIEZA(S) COMO SE ESTIPULÓ PRECEDENTEMENTE. GENERAC NO SERÁ RESPONSABLE EN NINGÚN CASO POR NINGÚN DAÑO ACCESORIO O EMERGENTE, AUN CUANDO TAL DAÑO SEA RESULTADO DIRECTO DE LA NEGLIGENCIA DE GENERAC. ALGUNOS ESTADOS NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS ACCESORIOS O EMERGENTES, DE MANERA QUE LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. ESTA GARANTÍA LE OTORGA DERECHOS LEGALES ESPECÍFICOS. USTED TAMBIÉN TIENE OTROS DERECHOS QUE VARIAN EN DIFERENTES ESTADOS.

SOLO PARA AUSTRALIA: Nuestros productos se entregan con garantías que no pueden ser excluidas según la Australian Consumer Law (Ley australiana de consumidores). Usted tiene derecho a sustitución o reembolso por un fallo mayor y a compensación por cualquier otra pérdida o daño razonable previsible. Usted también tiene derecho a que los bienes sean reparados o sustituidos si los bienes no son de calidad aceptable y la falla no llega a ser un fallo mayor. Para consultas sobre servicio u otros productos en Australia, comuníquese con Allpower por teléfono al 1800-333-428 o visite el sitio Web de Allpower en www.allpower.com.au. **SOLO PARA NUEVA ZELANDA:** Nada de esta declaración de garantía excluye, restringe o modifica ninguna condición, derecho de garantía o solución que, conforme a la legislación de Nueva Zelanda (Comunidad o Estado), incluso la Fair Trading Practices Act (Ley de transacciones comerciales justas) de 1986 o la Consumer Guarantees Act (Ley de garantías de los consumidores, "CGA") de 1993, se aplique a esta garantía limitada y por lo tanto no puede ser sometida a exclusiones, restricciones o modificaciones. Nada de esta declaración tiene el propósito de tener efecto de contratar fuera de las previsiones de la CGA, excepto con el alcance permitido por la ley y estos términos se deben modificar con el alcance necesario para hacer efectiva esta intención. Si adquiere bienes de Generac Power Systems o alguno de sus revendedores y distribuidores autorizados con propósitos comerciales, entonces, conforme a la sección 43(2) de la CGA, se acuerda que no se aplican las previsiones de la CGA. Para consultas sobre servicio u otros productos en Nueva Zelanda, comuníquese con Allpower por teléfono al 09-269-1160 o visite el sitio Web de Allpower en www.allpower.com.nz.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI 53187, EE. UU.
Tel.: (888) GENERAC (436-3722) • Fax: (262) 544-4851

Para ubicar al concesionario autorizado más cercano y descargar diagramas esquemáticos, despieces y listas de piezas
visite nuestro sitio Web: www.generac.com

Garantie limitée de 5 ans (5M) de Generac Power Systems sur les générateurs de secours résidentiels et commerciaux

Pendant la période de garantie mentionnée ci-bas, qui débute dès le démarrage réussi de l'appareil ou l'activation en ligne de l'appareil, Generac Power Systems, Inc. (Generac) garantit que son générateur ou son commutateur de transfert seront exempts de vices de matériaux et fabrication en ce qui concerne les éléments et la période indiqués ci-dessous. À sa seule discrétion, Generac réparera ou remplacera toute pièce qui est jugée défectueuse après son évaluation, son inspection et sa mise à l'essai par Generac ou un fournisseur de services d'entretien agréé de Generac. Tout équipement que l'acheteur/propriétaire prétend être défectueux doit être évalué par le fournisseur de services d'entretien agréé de Generac le plus près. Les composants relatives aux émissions ne sont pas couvertes en vertu de la présente garantie. La couverture des composantes relatives aux émissions est détaillée dans une garantie distincte.

Couverture de la garantie : La période de garantie est de cinq (5) ans ou de deux mille (2 000) heures, selon la première éventualité.

Période de garantie	1-2	3	4-5
États-Unis, territoires des États-Unis, Canada	Pièces, main-d'œuvre et couverture limitée des déplacements	Pièces seulement	Composantes des principales pièces uniquement
International ¹	Pièces, main-d'œuvre et couverture limitée des déplacements	Pièces seulement	Aucune

¹ La couverture des appareils vendus sur le marché international est limitée à 1 000 heures d'utilisation.

Lignes directrices :

- La période de garantie débute dès le démarrage réussi de l'appareil ou dès l'activation en ligne de l'appareil.
- L'appareil doit être enregistré, et la preuve d'achat doit être présentée sur demande.
- Toute réparation sous garantie doit être effectuée par un fournisseur de services d'entretien agréé ou certifié de Generac ou l'une de ses succursales et toute préoccupation doit être également traitée par un fournisseur de services d'entretien agréé ou certifié de Generac ou l'une de ses succursales. Toute réparation ou évaluation effectuée par des personnes autres que des fournisseurs de services d'entretien agréés ou certifiés de Generac qui n'a pas été autorisée par écrit par Generac ne sera pas couverte.
- La présente garantie est transférable conjointement à la propriété du site d'installation d'origine.
- Les chauffe-bouillottes à liquide de refroidissement du moteur (chauffe-moteur), les commandes de chauffage et les pompes de circulation fournies par Generac ne sont couvertes que pendant la première année de la période de garantie.
- Generac peut choisir, à sa seule discrétion, de réparer, de remplacer ou de rembourser une pièce d'équipement.
- Les boîtiers sont garantis contre la rouille pendant la première année de possession seulement. Les dommages causés après la réception du générateur sont la responsabilité du propriétaire et ne sont pas couverts par la présente garantie. Les entailles, les éraflures, les bosses ou les égratignures au boîtier peint doivent être réparés sans délai par le propriétaire.
- La garantie s'applique uniquement aux appareils montés et câblés en permanence.
- Aucun dommage ou dommage indirect à toute pièce couverte découlant de l'utilisation de pièces non fabriquées par un fabricant d'équipement d'origine ne sera couvert par la garantie.
- Une preuve d'exécution de tous les travaux d'entretien requis doit être présentée sur demande.
- La présente garantie couvre les déplacements aller-retour d'un maximum de 160 km (100 miles) et de trois (3) heures (par déplacement, selon le moindre des deux) à partir du lieu où est établi le fournisseur de services d'entretien agréé de Generac le plus près. Tout déplacement supplémentaire requis ne sera pas couvert.

Les éléments suivants ne seront PAS couverts par la présente garantie :

- Les coûts d'entretien normal (c'est-à-dire mises au point, réglages de pièces associées, ajustements, resserrage de fixations, installation et démarrage).
- Les dommages ou défaillances du générateur ou du commutateur de transfert causés par un accident, le transport, la manutention ou un entreposage inadéquat.
- Les dommages ou les défaillances causés par l'utilisation de carburants inappropriés ou l'utilisation à des vitesses, avec des charges ou selon une installation autres que ce qui est recommandé ou spécifié par Generac Power Systems.
- Les dommages au générateur ou au commutateur de transfert causés par l'utilisation de pièces ou d'équipement non fabriqués par Generac, de carburant, d'huile, de liquide de refroidissement et d'antigel contaminé ou encore par le manque de carburant, d'huile, de liquide de refroidissement et d'antigel.
- Les défaillances causées par l'usure normale, un accident, une utilisation inappropriée, une utilisation abusive, une négligence, une installation inadéquate, un dimensionnement inadéquat ou une infestation de rongeurs, de reptiles ou d'insectes.
- L'équipement de location utilisé pendant que des réparations sous garantie sont effectuées et tout équipement extraordinaire utilisé pour retirer ou réinstaller le générateur (c'est-à-dire grues, appareils de levage, élévateurs, etc.).
- Les avions, les traversiers, les trains, les autobus, les hélicoptères, les motoneiges, les dameuses, les véhicules hors route ou tout autre moyen de transport jugé non standard par Generac.
- Les produits modifiés ou altérés d'une manière qui n'a pas été autorisée par écrit par Generac.
- Les batteries de démarrage, les fusibles, les ampoules électriques, les fluides de moteur et toute main-d'œuvre connexe.
- Les boîtiers en acier qui rouillent en raison d'une installation inadéquate, d'une installation dans un environnement difficile ou salin ou d'égratignures qui compromettent l'intégrité de la peinture appliquée sur le boîtier.
- Les appareils vendus, cotés ou utilisés selon les applications suivantes, telles qu'elles sont définies par Generac : « puissance électrique de base », « montée sur remorque » ou « unité de location ». Communiquez avec un fournisseur de services d'entretien agréé Generac pour obtenir les définitions de ces termes.
- Les coûts d'expédition liés à l'expédition accélérée.
- Les coûts supplémentaires liés aux heures supplémentaires, aux jours fériés ou aux services d'urgence pour toute réparation effectuée en dehors des heures normales de bureau.
- Tout dommage accessoire, subséquent ou indirect causé par une défectuosité en matériel et en fabrication ou par tout retard dans la réparation ou le remplacement d'une ou de plusieurs pièces défectueuses.
- Les défaillances causées par un cas de force majeure ou une cause externe y compris, sans toutefois s'y limiter, le feu, le vol, le gel, la guerre, la foudre, un tremblement de terre, une tempête, la grêle, la pluie, une tornade, un ouragan ou toute autre situation raisonnablement hors du contrôle du fabricant.

LA PRÉSENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES, EN PARTICULIER, GENERAC N'OFFRE AUCUNE AUTRE GARANTIE QUANT À LA QUALITÉ MARCHANDE OU À LA CONVENANCE À UN USAGE PARTICULIER. TOUTE GARANTIE IMPLICITE AUTORISÉE PAR LA LOI SERA LIMITÉE À LA DURÉE DE LA PÉRIODE DE LA PRÉSENTE GARANTIE EXPLICITE. CERTAINS ÉTATS OU PROVINCES NE PERMETTENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE ET, PAR CONSÉQUENT, LA PRÉSENTE LIMITATION PEUT NE PAS S'APPLIQUER. LA RESPONSABILITÉ DE GENERAC SE LIMITERA À LA RÉPARATION OU AU REMPLACEMENT DES PIÈCES, COMME INDiqué PRÉCÉDEMMENT. EN AUCUN CAS GENERAC NE POURRA ÊTRE TENUE RESPONSABLE DE DOMMAGES ACCESSOIRES OU SUBSÉQUENTS, MÊME SI CES DOMMAGES RÉSULTENT DIRECTEMENT DE LA NÉGLIGENCE DE GENERAC. CERTAINS ÉTATS OU PROVINCES N'AUTORISENT PAS L'EXCLUSION NI LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS ET, PAR CONSÉQUENT, LA LIMITATION ÉNONCÉE CI-DESSUS PEUT NE PAS S'APPLIQUER. CETTE GARANTIE VOUS CONFÈRE DES DROITS LÉGAUX SPÉCIFIQUES. VOUS POUVEZ ÉGALEMENT JOUIR D'AUTRES DROITS QUI VARIENT SELON L'ÉTAT OU LA PROVINCE.

POUR L'AustralIE UNIQUEMENT : Nos produits sont fournis avec des garanties qui ne peuvent être exclues en vertu de la loi australienne sur la consommation (Australian Consumer Law). Vous avez droit à un remplacement ou à un remboursement pour une défaillance majeure et à une indemnisation pour toute autre perte ou tout dommage raisonnablement prévisible. Vous disposez également d'un droit à la réparation ou au remplacement si les produits ne sont pas d'une qualité acceptable et si cette défaillance n'est pas considérée comme majeure. Pour tout renseignement supplémentaire sur les produits ou sur le service en Australie, veuillez communiquer avec Allpower par téléphone au 1 800-333-428 ou vous rendre sur le site Internet d'Allpower à cette adresse : www.allpower.com.au.

POUR LA NOUVELLE-ZÉLANDE UNIQUEMENT : Cette garantie n'exclut, ne restreint ni ne modifie aucune condition, aucun droit de garantie ou recours qui, conformément à la législation de Nouvelle-Zélande (Commonwealth ou État), y compris la loi sur la pratique commerciale loyale de 1986 (Fair Trading Practices Act) ou la loi sur la protection du consommateur de 1993 (CGA ou Consumer Guarantees Act), s'applique à cette garantie limitée et ne peut pas être exclue, restreinte ou modifiée. Cette garantie n'est en aucun cas destinée à contourner les dispositions de la CGA, sauf dans la mesure permise par cette loi, et ces termes doivent être modifiés dans la mesure nécessaire pour donner effet à cette intention. Si vous faites l'acquisition d'un produit de Generac Power Systems ou d'un de ses distributeurs et revendeurs autorisés à des fins commerciales, alors, conformément à l'article 43(2) de la CGA, il est convenu que les dispositions de la CGA ne s'appliquent pas. Pour tout renseignement supplémentaire sur les produits ou sur le service en Nouvelle-Zélande, veuillez communiquer avec Allpower par téléphone au 09-269-1160 ou vous rendre sur le site Internet d'Allpower à cette adresse : www.allpower.com.nz.

GENERAC POWER SYSTEMS, INC. • C.P. 8 • Waukesha, WI (É.-U.) 53187
Téléphone : (888) GENERAC (436-3722) • Télécopieur : (262) 544-4851

Pour trouver le fournisseur agréé le plus près et pour télécharger les schémas, les vues éclatées et les listes de pièces,
visitez notre site Web : www.generac.com



AGENDA ACTION FORM

A Resolution Authorizing the Renewal of the Lease with West View Baptist Church for the Parking Areas for Kingsport City Schools

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

Action Form No.: AF-179-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Staff
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

On August 23, 2017, the City of Kingsport for its Kingsport City Schools entered into a five year lease with West View Baptist Church for the parking areas, but not the building, located at 1098 Walnut Avenue and 1037 Fairview Avenue. The lease expires on June 30, 2022. It is advantageous for Kingsport City Schools at this time to renew the lease for an additional five years. The rent will be \$420.00 per month for the term beginning July 1, 2022 and ending June 30, 2027.

The Board of Education authorized the renewal of the lease with West View Baptist Church for the parking areas on June 14, 2022.

Attachments:

1. Resolution,

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE LEASE
WITH WEST VIEW BAPTIST CHURCH FOR PARKING AREAS
FOR KINGSPORT CITY SCHOOLS

WHEREAS, on August 23, 2017, the City entered into a five year lease agreement with West View Baptist Church for the parking areas, but not the building, located at 1098 Walnut Avenue and 1037 Fairview Avenue; and

WHEREAS, the lease expires June 30, 2022; and

WHEREAS, it is advantageous to the City to renew the lease for an additional five years for the period beginning July 1, 2022 and ending June 30, 2027; and

WHEREAS, the rent for the term of the lease will be \$420.00 per month; and

WHEREAS, the Board of Education approved renewal of the lease on June 14, 2022.

Now therefore,

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

SECTION I. That the lease of the parking areas, but not the building, located at 1098 Walnut Avenue and 1037 Fairview Avenue, property known as West View Baptist Church is authorized for the term July 1, 2022, through June 30, 2027.

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 lease agreement for the same and all documents necessary and proper, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

LEASE

THIS LEASE entered into the ____ day of _____, 2022, by and between WEST VIEW BAPTIST CHURCH, a Tennessee nonprofit corporation, hereinafter Landlord, and CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation for its KINGSPORT CITY SCHOOLS, a public school system, hereinafter Tenant.

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties contained herein the parties agree as follows:

SECTION 1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the parking areas, but not the building, located at 1098 Walnut Avenue and 1037 Fairview Avenue, Kingsport, Tennessee, known as the Westview Baptist Church property and as further described in a deed recorded in Deed Book 2566C, page 52 recorded in the Office of the Sullivan County Register of Deeds at Blountville, Tennessee (hereinafter the "Premises"). An aerial photograph showing the Premises is attached hereto as Exhibit A. Landlord may continue to use the parking area for its employees, church members, and visitors.

SECTION 2. LEASE TERM. The term of this Lease begins on July 1, 2022, and terminates on June 30, 2027, unless sooner terminated by Tenant. Tenant may terminate this Lease at any time for its convenience upon thirty (30) days' notice to Landlord, and such termination will not be deemed a breach of this Lease. Upon such termination for convenience Tenant shall pay Landlord the prorata portion of the monthly rent due up to the date of termination.

SECTION 3. RENT. Tenant will pay Landlord as rent for the Premises the sum of Four Hundred Twenty Dollars and Zero Cents (\$420.00) per month due on the 1st day of each month during the term of this Lease.

SECTION 4. USE OF PREMISES, ASSIGNMENT AND SUBLETTING. Tenant, its licensees, assignees, and sub lessees may use the Premises for vehicle ingress, egress and parking. Tenant shall not use the Premises for any other use or purpose, without the consent of the Landlord. Parents of students and visitors to Roosevelt Elementary School, including its campus, may also use the Premises for vehicle ingress and egress and parking. Tenant shall not commit waste, create any nuisance, or bring any hazardous materials upon the Premises. Tenant will not use the Premises for parking of school buses and will instruct its school bus drivers to not use the Premises for ingress and egress to the Roosevelt Elementary School campus.

SECTION 5. CLEAN AND SANITARY CONDITION. At the end of the term of this Lease Tenant will return the possession of the Premises broom clean, in good condition, reasonable wear and tear excepted.

SECTION 6. ALTERATIONS. Tenant has the right, at its sole expense, from time to time, to make such alterations and changes to the Premises as Tenant deems expedient or necessary for its purposes with approval of Landlord. Tenant agrees to pay promptly when due the entire cost of any work done by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials from the work performed by Tenant.

SECTION 7. SIGNS AND PARKING. Tenant, its licensees, assignees and sub-lessees, may post signs on the Premises designating the Premises as parking for Tenant with approval of Landlord.

SECTION 8. SURRENDER. On or before the termination of this Lease, Tenant will peacefully and quietly surrender the Premises to Landlord. Fixtures and equipment will remain the property of Tenant, licensee, assignee, or sub-lessee, and may be removed at any time during the term of this Lease or upon termination of this Lease. Removal of such items shall be accomplished within a reasonable amount of time upon termination of this Lease.

SECTION 9. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties.

SECTION 10. GENERAL. The following applies to this Lease:

- (a) The invalidity or unenforceability of any clause or provision of this Lease will not affect or render invalid or unenforceable any other clause or provision hereof;
- (b) Any action or proceeding arising out of the subject matter of this Lease will be brought within one year after the cause of action has occurred and only in a state court in Kingsport, Tennessee;
- (c) This Lease is made and delivered in the state of Tennessee, and will be interpreted, construed, and enforced in accordance with the laws thereof, and all legal proceedings relating to the subject matter of this Lease will be maintained in the state courts for Kingsport, Sullivan County, Tennessee, and the parties agree that jurisdiction and venue for any such legal proceeding will lie exclusively with such courts, and the parties waive their right to a jury trial;
- (d) This Lease is the result of negotiations between parties of equal bargaining strength, and when executed by both parties will constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This Lease may not be extended or amended except by written agreement signed by both parties, or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon;
- (e) The headings and captions in this Lease are for convenience only and will not be considered part of the terms hereof.
- (f) Time is of the essence in this Lease.
- (g) Waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

SECTION 11. AUTHORITY TO LEASE. Landlord represents to Tenant that it has the sole and complete authority to lease the Premises to Tenant and to execute this Lease for the purposes contained therein.

SECTION 12. NOTICES. Any notices permitted or required to be given or served by either party to the other shall be in writing and delivered personally, sent by U. S. mail, certified or registered mail, postage prepaid, fax transmission, by nationally recognized courier or overnight delivery service (e.g., Federal Express), or by electronic mail, verified by a read receipt and addressed as follows:

To Landlord:

West View Baptist Church
1037 Fairview Avenue
Kingsport, Tennessee 37660

Attn: Ken Jordan
(423) 378-4543 (telephone)
(423) _____ (fax)
wvbc@earthlink.net
To Tenant:
Kingsport City Schools
400 Clinchfield Street
Suite 200
Kingsport, Tennessee 37660
Attn: Chief Student Services Officer
(423)-378-2100 (telephone)
(423)-378-2120 (fax)
jnash@k12k.com

With a Copy to:
Office of the City Attorney
415 Broad Street, 3rd Floor
Kingsport, Tennessee 37660
(423) 229-9464
(423) 229-9350
bartrowlett@kingsporttn.gov

Notice may be sent to such other address as is from time to time designated by a party in a notice given in the manner set forth above.

IN WITNESS WHEREOF, the parties hereto executed this Lease in duplicate originals.

[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 21st day of June, 2022.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney



AGENDA ACTION FORM

A Resolution to Approve an Educational Partnership Agreement with King University Discounting Tuition for City Employees

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

Action Form No.: AF-182-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Tyra Copas
 Presentation By: T. Copas

Recommendation:

Approve the resolution.

Executive Summary:

King University is offering a 10% discount to tuition for all employees of the City of Kingsport, who enroll in King's online degree program. In addition to the discount, King University will waive the application fee.

The agreement applies to the discount and waiving of the application fee only. There is no minimum commitment on the number of individuals enrolled, and the city can withdraw from the partnership agreement at any time with no penalty.

Employees must enroll in coursework that is part of King's online degree program and may register for courses at the employee's own pace.

There is no cost to the city associated with this agreement.

Attachments:

1. Resolution
2. Partnership Agreement
3. Supplemental Information

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EDUCATION PARTNERSHIP AGREEMENT WITH KING UNIVERSITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, King University has offered a 10% discount on tuition and to waive the application fee for employees of the city, who enroll in King's online degree program; and

WHEREAS, there is no minimum commitment on the number of individuals enrolled, and the city can withdraw from the partnership agreement at any time with no penalty; and

WHEREAS, should city withdraw from the agreement, employees enrolled at the time of withdrawal will receive the benefit of the tuition discount through that term.

WHEREAS, there is no cost to the city associated with this agreement.

Now therefore,

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

SECTION I. That an Education Partnership Agreement with King University, 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 Partnership Agreement with King University, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

Education Partnership Agreement
City of Kingsport and King University

City of Kingsport agrees to enter into this Education Partnership Agreement with King University, on June 1, 2022.

This Partnership Agreement is based on the following provisions:

1. King University will extend a 10% tuition rate discount to City of Kingsport employees enrolling in King's online degree programs.
2. With this agreement, King University will extend the standard benefit of a waived application fee to City of Kingsport employees applying to one of King's online degree programs.
3. This agreement extends only to the hourly tuition rate. The agreement does not cover a discount for any fees, books, other materials, or other related program expenses.
4. King University will collaborate with City of Kingsport in the creation and distribution of information on educational benefits and degree program options.
5. Materials and activities will include, but are not limited to:
 - a. King University website landing page/link
 - b. Emails to employees describing the program with links to relevant website content
 - c. Scheduled opportunities for interested individuals to speak with a university Enrollment Counselor.
 - d. Other mutually agreed upon promotional material may include webinars, newsletter information, brochures, posters etc.

Partner Withdrawal

Partner Withdrawal is based on the following provisions:

1. City of Kingsport and King University are both free to withdraw from this Partnership Agreement at anytime on their own.
2. Neither partner will be subject to penalty or risk should they decide to withdraw from this agreement.
3. In the event this partnership dissolves, any City of Kingsport employees who are still currently enrolled in a King University online degree program will continue to receive the agreed upon tuition rates until the end of that current term. Thereafter, standard tuition rates will apply for all City of Kingsport employees.

[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 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Education Partnership Agreement

City of Kingsport and King University

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3. This agreement extends only to the hourly tuition rate. The agreement does not cover a discount for any fees, books, other materials, or other related program expenses.
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 - a. King University website landing page/link
 - b. Emails to employees describing the program with links to relevant website content
 - c. Scheduled opportunities for interested individuals to speak with a university Enrollment Counselor.
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3. In the event this partnership dissolves, any City of Kingsport employees who are still currently enrolled in a King University online degree program will continue to receive the agreed upon tuition rates until the end of that current term. Thereafter, standard tuition rates will apply for all City of Kingsport employees.

Name
Title
City of Kingsport

Date: _____

Name
Title
King University

Date: _____

*Certain programs or courses may not qualify

Undergraduate Online Degree Programs

- Associate of Arts
- B.A. English
- B.S. Communication
- B.S. Criminal Justice
- B.S. Healthcare Administration
- B.S. History
- Bachelor of Social Work
- RN to BSN (CCNE Accredited)
- B.S. Information Technology
 - ✓ Cloud Computing & Systems Administration
 - ✓ Cybersecurity Management
 - ✓ Digital Business & Game Development
 - ✓ Information Systems
- Bachelor of Business Administration
- B.S. Psychology
- B.S. Religious Studies



Graduate Online Degree Programs

- Master of Business Administration
 - ✓ Healthcare Administration
 - ✓ Human Resource Management
 - ✓ Marketing
 - ✓ Management
 - ✓ Project Management
 - ✓ Small Business Management & Social Entrepreneurship
- MSN in Nursing (CCNE Accredited)
 - ✓ Nurse Education
 - ✓ MSN Administration
 - ✓ MSN Pediatric Nurse Practitioner
- Master of Social Work
- Post – MSN Nurse Educator Certificate





AGENDA ACTION FORM

A Resolution Adopting U.S. Department of Labor Apprenticeship Standards and Authorizing the Mayor to Execute a Registered Apprenticeship Standards Agreement

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

Action Form No.: AF-183-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Tyra Copas
 Presentation By: T. Copas

Recommendation:

Approve the resolution.

Executive Summary:

A Registered Apprenticeship Program (RAP) is an industry-driven, high-quality career training model where employers can develop and prepare their current and future workforce to become journey workers in their occupation. RAPs enable employers more access to talent pools and assistance with recruiting. RAPs also open the door to potential funding in support of the apprenticeship training. Employees who complete a registered apprenticeship program will receive a nationally recognizable journeyman certification for their occupation.

The City has identified the 911 dispatcher occupation for the registered apprenticeship model and is exploring additional occupations throughout the city.

To become an official Registered Apprenticeship Sponsor, the City must complete and abide by U.S. Department of Labor and Apprenticeship TN standards. Approval of this resolution will adopt the U.S. Department of Labor Apprenticeship Standards and authorize the mayor to sign the Registered Apprenticeship Standards Agreement.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Yes*

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: *Yes*

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE U.S. DEPARTMENT OF
LABOR APPRENTICESHIP STANDARDS AND AUTHORIZING
THE MAYOR TO EXECUTE A REGISTERED APPRENTICESHIP
STANDARDS AGREEMENT AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE
OF THE AGREEMENT

WHEREAS, the city would like to become a Registered Apprenticeship Program Sponsor, which will enable employers to develop and prepare their current and future workforce to become journey workers in their occupation, enable employers more access to talent pools and assistance with recruiting, and even open the door to potential funding in support of the apprenticeship training; and

WHEREAS, the city has identified the 911 dispatcher occupation for the registered apprenticeship model and is exploring additional occupations throughout the city; and

WHEREAS, to become an official Registered Apprenticeship Sponsor, the city must complete and abide by U.S. Department of Labor and Apprenticeship TN standards, and approval of this resolution will grant the authority to sign the Registered Apprenticeship Standards Agreement and Adoption.

Now therefore,

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

SECTION I. That the U.S. Department of Labor Apprenticeship Standards are hereby adopted and the Registered Apprenticeship Standards Agreement with the U.S. Department of Labor and Apprenticeship TN, 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 Registered Apprenticeship Standards Agreement with the U.S. Department of Labor and Apprenticeship TN, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

Registered Apprenticeship Standards

☐ Local Apprenticeship Standards

SPONSOR

Occupation(s): Multiple Occupations Listed in Appendix A

O*NET-SOC Code(s): if multiple, type "See Appendix A" RAPIDS Code(s): if multiple, type "See Appendix A"

Developed in Cooperation with the
U.S. Department of Labor
Office of Apprenticeship
Approved by the
TN Department of Labor & Workforce
Development
Office of Apprenticeship
Registered By: _____

(For Government Use Only)

Signature: _____

(Sign here for National or Local
Apprenticeship Standards)

Title: _____

Office of Apprenticeship

Date: _____

Date: _____

Certification Number: _____

Registration Number: _____

☐ Check here if these are revised standards

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SECTION II - APPENDICES AND ATTACHMENTS
SECTION III - VETERANS' EDUCATIONAL ASSISTANCE
SECTION IV - SIGNATURES
SECTION V - DISCLOSURE AGREEMENT

SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5

Responsibilities of the sponsor: _____

(Sponsor) must conduct, operate, and administer this program in accordance with all applicable provisions of Title 29 Code of Federal Regulations (CFR) part 29, subpart A and part 30, and all relevant guidance issued by the Office of Apprenticeship (SAA). The sponsor must fully comply with the requirements and responsibilities listed below and with the requirements outlined in the document "Requirements for Apprenticeship Sponsors Reference Guide."

Sponsors shall:

- Ensure adequate and safe equipment and facilities for training and supervision and provide safety training for apprentices on-the-job and in related instruction.
- Ensure there are qualified training personnel and adequate supervision on the job.
- Ensure that all apprentices are under written apprenticeship agreements incorporating, directly or by reference, these standards and the document "Requirements for Apprenticeship Sponsors," and that meets the requirements of 29 CFR § 29.7. Form ETA 671 may be used for this purpose and is available upon logging into RAPIDS.
- Register all apprenticeship standards with the U.S. Department of Labor, including local variations, if applicable.
- Submit apprenticeship agreements within 45 days of enrollment of apprentices.
- Arrange for periodic evaluation of apprentices' progress in skills and technical knowledge, and maintain appropriate progress records.
- Notify the U.S. Department of Labor within 45 days of all suspensions for any reason, reinstatements, extensions, transfers, completions and cancellations with explanation of causes. Notification may be made in RAPIDS or using the contact information in Section K.
- Provide each apprentice with a copy of these standards, Requirements for Apprenticeship Sponsors Reference Guide, and Appendix A, any applicable written rules and policies, and require apprentices to sign an acknowledgment of their receipt. If the sponsor alters these standards or any Appendices to reflect changes it has made to the apprenticeship program, the sponsor will obtain approval of all modifications from the Registration Agency, then provide apprentices a copy of the updated standards and Appendices and obtain another acknowledgment of their receipt from each apprentice.

Minimum Qualifications - 29 CFR § 29.5(b)(10)

An apprentice must be at least # years (Enter an age of at least 16 years) of age, except where a

higher age is required by law, and must be employed to learn an apprenticeable occupation. Please include any additional qualification requirements as appropriate (optional):

- ☐ There is an educational requirement of _____
- ☐ There is a physical requirement of : *Applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without reasonable accommodation, and without posing a direct threat to the health and safety of the applicant or others.*
- ☐ The following aptitude test(s) will be administered _____
- ☐ A valid driver's license is required. _____
- ☒ Other _____
(List all other requirements)

Apprenticeship Approach and Term - 29 CFR § 29.5(b)(2)

The apprenticeship program(s) will select an apprenticeship training approach. See Appendix A to select approach.

Work Process Schedule and Related Instruction Outline - 29 CFR § 29.5(b)(4)

Every apprentice is required to participate in related instruction in technical subjects related to the occupation. Apprentices ☐ will ☐ will not (choose one) be paid for hours spent attending related instruction classes. Insert Work Process Schedule and Related Instruction Outline at Appendix A.

Credit for Previous Experience - 29 CFR § 29.5(b)(12)

Apprentice applicants seeking credit for previous experience gained outside the apprenticeship program must furnish such transcripts, records, affidavits, etc. that may be appropriate to substantiate the claim. _____ (Sponsor) will evaluate the request for credit and make a determination during the apprentice's probationary period.

Additional requirements for an apprentice to receive credit for previous experience (optional):

Probationary Period - 29 CFR § 29.5(b)(8) and (20)

Every applicant selected for apprenticeship will serve a probationary period which may not exceed 25 percent of the length of the program or 1 year whichever is shorter. Insert probationary period at Appendix A.

Ratio of Apprentices to Journeyworkers - 29 CFR § 29.5(b)(7)

Every apprenticeship program is required to provide an apprenticeship ratio of apprentices to journeyworkers for adequate supervision. Insert ratio at Appendix A.

Apprentice Wage Schedule - 29 CFR § 29.5(b)(5)

Apprentices must be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate. Insert the progressive wage schedule at Appendix A.

Equal Employment Opportunity and Affirmative Action

Equal Opportunity Pledge - 29 CFR §§ 29.5(b)(21) and 30.3(c)(1) _____ will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40-years old or older.

_____ will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

[Optional] The equal opportunity pledge applies to the following additional protected bases (as applicable per the sponsor's state or locality):

Affirmative Action Program - 29 CFR §§ 29.5(b)(21), 30.4-30.9

_____ acknowledges that it will adopt an affirmative action plan in accordance with 29 CFR § 30.4-30.9 (required for sponsors with five or more registered apprentices by two years from the date of the sponsor's registration or by two years from the date of registration of the program's fifth (5th) apprentice). Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship's website.

Selection Procedures - 29 CFR § 30.10

Every sponsor will adopt selection procedures for their apprenticeship programs, consistent with the requirements set forth in 29 CFR § 30.10(b). See Appendix A to enter your selection procedures for each occupation for which the sponsor intends to train apprentices.

Complaint Procedures - 29 CFR §§ 29.5(b)(22), 29.7(k), 29.12, and 29 CFR § 30.14

If an applicant or an apprentice believes an issue exists that adversely affects the apprentice's

participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or standards, the applicant or apprentice may seek relief. Nothing in these complaint procedures precludes an apprentice from pursuing any other remedy authorized under another Federal, State, or local law. Below are the methods by which apprentices may send a complaint:

1. **Complaints regarding discrimination.** Complaints must contain the complainant's name, address, telephone number, and signature, the identity of the respondent, and a short description of the actions believed to be discriminatory, including the time and place. Generally, a complaint must be filed within 300 days of the alleged discrimination. Complaints of discrimination should be directed to the following contact:

TN Department of Labor & Workforce Development, Office of Apprenticeship

220 French Landing Drive, Nashville, TN 37243

Telephone Number: (615) 253-6290

Email Address: fred.gaston@tn.gov

Point of Contact: HR Director, Department of Labor & Workforce Development -Registered Apprenticeship

Attn: Apprenticeship EEO Complaints You may also be able to file complaints directly with the EEOC, or State fair employment practices agency.

2. **Other General Complaints.** *The sponsor will hear and attempt to resolve the matter locally if written notification from the apprentice is received within 15 days of the alleged violation(s). The sponsor will make such rulings as it deems necessary in each individual case within 30 days of receiving the written notification (To be completed by Sponsor):*

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Any complaint described above that cannot be resolved by the program sponsor to the satisfaction of all parties may be submitted to the Registration Agency provided below in Section K.

Registration Agency General Contact Information 29 CFR § 29.5(b)(17)

The Registration Agency is the United States Department of Labor's Office of Apprenticeship. General inquiries, notifications and requests for technical assistance may be submitted to the Registration Agency using the contact information below *(To be completed by the Registration Agency):*

Name: Holly Free-Ollard Office of Apprenticeship USDOL Tennessee State Director

Address: 220 French Landing Drive

Nashville, TN 37243

Telephone Number: 865-973-8157

Email Address: holly.free-ollard@tn.gov

Reciprocity of Apprenticeship Programs 29 CFR § 29.13(b)(7)

States must accord reciprocal approval for Federal purposes to apprentices, apprenticeship programs and standards that are registered in other States by the Office of Apprenticeship or a Registration Agency if such reciprocity is requested by the apprenticeship program sponsor.

Program sponsors seeking reciprocal approval must meet the wage and hour provisions and apprentice ratio standards of the reciprocal State.

SECTION II - APPENDICES AND ATTACHMENTS

☐ **Appendix A** – *Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures, and Probationary Period*

☐ **Appendix B** – *ETA 671 - Apprenticeship Agreement and Application for Certification of Completion of Apprenticeship (To be completed after registration)*

☐ **Appendix C** – *Affirmative Action Plan (Required within two years of registration unless otherwise exempt per 29 CFR §30.4(d))*

☐ **Appendix D** – *Employer Acceptance Agreement (For programs with multiple-employers only)*

SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), by signing these program standards, the program sponsor official whose name is subscribed below assures and acknowledges to the U.S. Department of Labor's Office of Apprenticeship the following regarding certain G.I. Bill and other VA-administered educational assistance referenced below (and described in greater detail at the VA's website at:

<https://www.va.gov/education/eligibility>) for which current apprentices and/or apprenticeship program candidates may be eligible:

(1) The program sponsor is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program;

(2) The program sponsor will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits an veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and

(3) The program sponsor will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

NOTE: The aforementioned requirements of Public Law 116-134 shall apply to "any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act" (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to these requirements.

SECTION IV - SIGNATURES

OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS

The undersigned sponsor hereby subscribes to the provisions of the foregoing Apprenticeship Standards formulated and registered by _____

_____(Sponsor), on this _____ day of _____.

The signatories acknowledge that they have read and understand the document titled "Requirements for Apprenticeship Sponsors Reference Guide" and that the provisions of that document are incorporated into this agreement by reference unless otherwise noted.

[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 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Authorizing a Master Agreement with the Virginia Department of Transportation and a Letter of Authorization 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-187-2022
 Work Session: June 20, 2022
 First Reading: N/A

Final Adoption: June 21, 2022
 Staff Work By: Susan Doran/Lesley Phillips
 Presentation By: R. 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 2023, the MTPO's allocation of Federal Planning funds from Virginia is \$4,007.00 Federal (80%), matched by \$501.00 from VDOT (10%) and \$501.00 from the City of Kingsport (10%), totaling \$5,009.00. These funds have been included in the annual budget process. Staff recommends the Board approve the Master Agreement and the Letter of Authorization accepting the Federal/State Planning funds.

Attachments:

1. Resolution
2. Letter of Authorization/Agreement
2. Master Agreement

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: *AM*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MASTER AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION FOR THE UTILIZATION OF FEDERAL AND STATE FUNDS TO SUPPORT METROPOLITAN PLANNING IN THE KINGSPORT AREA; 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 2023; 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, a Master Agreement, which contains all of the federal and state regulatory provisions guiding the use of federal and state funds to support metropolitan planning in the Kingsport Area, is updated no less that every five years; and

WHEREAS, the Letter of Authorization for fiscal year 2023 is in the amount of \$5,009.00; and

WHEREAS, matching funds in the amount of \$501.00 are required, which are accounted for during the annual budget process and will come from the approved FY2023 budget for the MPO.

Now therefore,

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

SECTION I. That a Master Agreement with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds for use by the Kingsport Area Metropolitan Transportation Planning Organization, 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 Master Agreement with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds for use by the Kingsport Area Metropolitan Transportation Planning Organization and any other documents necessary and proper to effectuate the purpose of Master Agreement, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AN AGREEMENT FOR

**THE UTILIZATION OF FEDERAL AND STATE FUNDS TO SUPPORT METROPOLITAN
PLANNING
IN THE KINGSPORT AREA**

THIS AGREEMENT, effective last date of execution, is by and between the Commonwealth of Virginia Department of Transportation, hereinafter called the DEPARTMENT, and the City of Kingsport, Tennessee, hereinafter called the CITY, for the benefit of the Kingsport Metropolitan Transportation Planning Organization, hereinafter called the Metropolitan Planning Organization or MPO.

WHEREAS, the MPO has been designated by the Secretary of Transportation on behalf of the Governor of Virginia with the responsibility, together with the State and regional public transportation provider(s), for carrying out the Metropolitan Transportation Planning provisions of Title 23 Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction); and

WHEREAS, the MPO has requested that the CITY act as fiscal agent to administer the Metropolitan Planning Funds (PL) funding, as well as any other federal or state funds used to support the MPO planning process for the Kingsport MPO area, as provided to the MPO under the provisions of Title 23 United States Code, Section 104(d);

NOW, THEREFORE, the DEPARTMENT and the CITY do hereby agree as follows: ARTICLE I - PURPOSE OF FUNDS

Any federal or state funds made available under this AGREEMENT are to be used at the direction of the MPO which is responsible, in cooperation with the DEPARTMENT, for the Metropolitan Transportation Planning and Programming Process (Title 23 Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction). An annual Unified Planning Work Program (UPWP) shall be prepared identifying the use of these funds in accordance with ARTICLE III of this AGREEMENT. Any significant modifications or additions to planning activities outlined in the UPWP during the fiscal year (FY) shall trigger the submission of a UPWP amendment by the MPO to the DEPARTMENT. The DEPARTMENT will submit the UPWP amendment to the Federal Highway Administration (FHWA) for review and approval. No reimbursements shall be made to the MPO for work activities conducted prior to FHWA's written approval of the UPWP or amendment.

Subject to annual budgetary appropriation, the DEPARTMENT shall transmit to the CITY, prior to July 1, each year an annual Letter of Authorization stipulating its share of the annual MPO budget. The cost allocation shall conform to the approved UPWP in accordance with the conditions of this AGREEMENT.

ARTICLE II - SOURCE OF FUNDS

PL funds are apportioned to Virginia each fiscal year on the basis of the ratio which Virginia's total urbanized area population bears to the total urbanized area population of all states. PL funds apportioned to Virginia shall be allocated to the urbanized areas within Virginia as follows:

A portion of the PL funds shall be set aside annually for allocation to the air quality non-attainment/maintenance areas. The amount provided to an area shall be based on the severity of the air quality problem in that area (extreme/maintenance - \$30,000, severe/maintenance - \$25,000, serious - \$20,000, moderate/maintenance - \$15,000, or marginal/maintenance - \$10,000). When a non-attainment/maintenance area contains jurisdictions from more than one metropolitan study area, the allocation for air quality planning shall be proportioned to these study areas based on urbanized area population percentages for the non-attainment/maintenance jurisdictions only. Adjustments shall be made so that the minimum allocation of PL funds available for air quality consideration shall not be less than \$5,000.

The amount to be allocated annually from the remaining PL funds to each of the urbanized areas of the state shall be a base amount equal to \$50,000 times the percent that the area's urbanized population within Virginia is to its total urbanized area population, plus a proportionate share of the balance based on the ratio that each area's urbanized population within Virginia is to the total urbanized area population of the state.

Adjustments to the allocations shall be made so that the minimum allocation of PL funds to an area shall not be less than \$50,000.

The PL funds, and the other federal and/or state funding sources used to carry out metropolitan transportation planning activities are subject to the provisions of this AGREEMENT as well as any applicable federal and state laws. These include, but are not limited to, the provisions and requirements of the Virginia Freedom of Information Act in the Code of Virginia at 2.2-3700, et sequel, as applicable to public bodies.

ARTICLE III - STATEMENT OF WORK

Metropolitan transportation planning activities will be administered in accordance with the provisions of 23 CFR Part 420, Planning and Research Program Administration.

The activities eligible for reimbursement shall be outlined in the approved UPWP for the Kingsport area. The UPWP and any subsequent amendments must have written approval by the MPO, the DEPARTMENT, the FHWA, and other agencies as appropriate, including the Virginia Department of Rail and Public Transportation, and the Federal Transit Administration.

Any changes to an approved activity, reallocation of funds between activities, or any new activity to be performed with federal or state funds shall require an amendment to the UPWP and approval by the MPO, the DEPARTMENT, and the FHWA. Requests for deprogramming of Federal Highway Administration transportation planning funds to the next fiscal year must be received by March 31 to allow ample time for processing and approval.

Written approvals by the DEPARTMENT and the FHWA and/or Department of Rail and Public Transportation (DRPT) and the Federal Transit Administration must be obtained for each study design for highway and/or public transit activities (respectively) that were included in, but not authorized by the initial, approved UPWP. These approvals must be obtained prior to initiating work activities for which the MPO will seek reimbursement.

Any approved UPWP work to be undertaken with federal or state funds by any party other than the CITY shall be the subject of a third-party agreement. Such agreements shall incorporate all provisions of this AGREEMENT. The scopes of service and agreements for such work must be submitted for written approval by the DEPARTMENT and FHWA prior to execution of the third-party agreement. It is recommended that any such third-party agreements be developed as soon as possible after the execution of this AGREEMENT.

There will be no reimbursement to third-parties for work performed prior to the execution date of such agreements. The administrative procedures contained in ATTACHMENT A of this AGREEMENT must be complied with if a consultant firm is to be engaged directly or under a pass-through agreement. If any federal funds are passed through to a local jurisdiction or consultant, requirements in ATTACHMENT B are also applicable.

Those planning activities, description of work, and sources of funds documented in the approved Kingsport area UPWP and any subsequent amendments thereto as approved by the FHWA and the DEPARTMENT for funding are hereby subject to the conditions of this AGREEMENT.

Acquisition of equipment, as defined in 2 CFR Part 200 on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with federal or state funds shall be approved by FHWA and the DEPARTMENT prior to acquisition and shall be titled to the CITY. Procurement, property, and management standards shall be applicable to the acquisition, use, management, and disposition of such equipment.

ARTICLE IV - BASIS OF PAYMENT

For services performed in accordance with the provisions of this AGREEMENT, the DEPARTMENT shall pay to the CITY eligible actual costs, as defined herein.

State and Federal funds are available solely for the reimbursement of the metropolitan transportation planning eligible, reasonable and necessary actual costs that have been incurred by the CITY. The reimbursement is available dependent upon appropriate billing of the actual costs incurred, that demonstrates-records that the approved UPWP work activity has been satisfactorily performed and/or that a proper related expense has been paid (i.e.: receipt-of-payment or cancelled check for related work supplies or equipment.) In consideration of the fact that exact costs for each of the UPWP line items (i.e. separately budgeted tasks/subtasks) are difficult to estimate, the DEPARTMENT will allow a maximum of 10% overrun on the total funds budgeted for each UPWP line item with the following exceptions:

1. For line items for which the budget exceeds \$50,000, the maximum allowable cost overrun will be \$5,000.
2. For line items with a total budget of less than \$1,000, the maximum allowable overrun will be \$100.

It is understood that while such overruns will be allowed, in no case will the reimbursement for Federal or State funds exceed the total amount identified in the letter of authorization indicated in ARTICLE I of this AGREEMENT. These allowable line item overruns do not require an UPWP amendment.

Payments shall be made for billings rendered either monthly or quarterly for actual work completed. Billings for the first, second, and third quarters shall be submitted to the DEPARTMENT within 30 days after the end of each quarter. Acceptable billings shall be honored and paid to the CITY by the DEPARTMENT within 15 business days of their receipt. Payment for work performed during the final quarter of the year must be requested from the DEPARTMENT within 60 days after the end of the program year.

All vouchers shall be supported by the progress reports specified in ARTICLE V of this AGREEMENT. Payment of the fourth quarter (final) billing for the given fiscal year will be made subject to acceptance by the DEPARTMENT of the work performed. The DEPARTMENT shall have the option to conduct a performance review at any time to ensure that the UPWP work tasks have been satisfactorily performed and are acceptable for final payment. The UPWP annual performance review shall be conducted as specified in ATTACHMENT D. All costs are subject to audit by the DEPARTMENT and/or the U.S. Department of Transportation. Any such audit shall be made in accordance with generally accepted auditing standards and procedures and be governed by 2 CFR Part 200.

The CITY shall be responsible for obtaining the audit coverage in accordance with the requirements set forth in 2 CFR Part 200 and the Federal Audit Guidelines provided by the DEPARTMENT, attached to this Agreement as ATTACHMENT C. Failure to comply with the requirements of 2 CFR Part 200 and the Federal Audit Guidelines provided by the DEPARTMENT shall result in the DEPARTMENT not entering into future Agreements with the CITY until auditing procedures are brought into compliance. The CITY will provide the DEPARTMENT with copies of the audit report as specified in ATTACHMENT C.

Any expenditure, work task or product that is questioned by the DEPARTMENT in the performance review of the UPWP will be discussed with the CITY's staff. In the event that agreement is reached that an improper expenditure or unauthorized work task has occurred, the DEPARTMENT will deduct the amount of the expenditure in question and attach a copy of the exception to the CITY's copy of the final billing when paid. In the event that the performance review takes place after payment of the final bill, and an agreement is reached that the expenditure, work task or product is improper or unauthorized, the CITY will be billed in the amount of the expenditure in question, and the amount so billed will be promptly paid to the DEPARTMENT by the CITY.

Should there be disagreement between the DEPARTMENT and the CITY's staff, the exception will be transmitted in writing by the DEPARTMENT to the CITY's staff and opportunity afforded for review and comment. The Commissioner of Highways of the Virginia Department of Transportation, with assistance as needed from the FHWA, will rule on the exception. If the exception is ruled proper, the CITY will be billed in the amount of the exception and the amount so billed will be promptly paid to the DEPARTMENT by the CITY. The settlement of disputes not related to expenditures is covered by ARTICLE X of this AGREEMENT.

The CITY will complete a list of all personnel anticipated to charge time against activities covered by this AGREEMENT as described in the annual Letter of Authorization. This listing will identify personnel by payroll classification only (planner, technician, etc.) and their present actual payroll rate per hour or annual salary. The list shall be identified in and part of the Letter of Authorization.

Actual costs shall include direct salaries, payroll burden, indirect costs or overhead and direct non-salary costs. Such costs shall be maintained in the CITY'S records in accordance with generally accepted cost accounting procedures and recordation. Payroll burden and overhead costs shall be subject to the DEPARTMENT's review and approval. The CITY shall complete and sign an indirect cost certification as identified in and part of the annual Letter of Authorization.

Non-salary direct costs shall include purchase and rental of material, supplies, equipment, and services not normally included in the computation of overhead but necessary for the performance of work specified. Also included as direct non-salary costs shall be costs for certain communications and reproductions charged directly to the work specified plus necessary travel and per diem expenses. Travel costs should be in accordance with 2 CFR 200.474. Reimbursement for the cost of actual, reasonable and necessary mileage travelled on MPO business trips using CITY or personally owned automotive vehicles shall be according to the business mileage rates set out by the IRS. The currently applicable IRS mileage rates for reimbursement are found at the following website: <https://www.irs.gov/credits-deductions/individuals/standard-mileage-rates-glance>.

Reimbursement for lodging and Meals and Incidental Travel Expense (M&IE) on MPO business trips shall be the actual, reasonable and necessary cost and within the per diem rates set out by the U.S. General Services Administration (GSA) and their travel cost guidance including 2 CFR 200.474. The currently applicable GSA reimbursement lodging and M&IE per diem rates are found at the following website, where the standard rate applies to destinations that are not specifically listed: <https://www.gsa.gov/portal/content/104877>.

Any travel performed in connection with planning activities for which expenses are estimated to exceed \$1,000 should be included in the MPO-approved UPWP and must have prior approval by the DEPARTMENT. The request shall include a brief explanation of the purpose for the travel, a cost estimate, and MPO concurrence. The appropriateness of costs incurred by the CITY shall be determined in accordance with the cost principles of 2 CFR 200.474.

Any computer or software purchases over \$500 needs prior approval by the DEPARTMENT. If the amount is \$5,000 or more, FHWA approval is required. These approvals require written documentation.

If work activities are to continue without interruption, this AGREEMENT must be executed prior to July 1, 2022. Any expenditure made or work performed by the CITY after this date and prior to the DEPARTMENT's execution of this AGREEMENT will not be eligible for reimbursement.

ARTICLE V - PROGRESS SCHEDULES AND REPORTS

The CITY shall prepare quarterly progress schedules of the various phases of work and written progress reports based on such schedules outlining work accomplished during the quarter. The fourth quarter progress report shall address accomplishments for the entire year. Progress reports shall contain, as a minimum, the information required by 23 CFR Part 420. The schedules and reports shall be submitted to the DEPARTMENT with the billing vouchers as outlined in ARTICLE IV of this AGREEMENT.

ARTICLE VI - PERFORMANCE PERIOD

Activities identified in the UPWP shall be conducted on an annual basis, which shall extend from July 1 through June 30 and shall be renewed annually by a letter of authorization (LOA) from the DEPARTMENT to the CITY. The time of performance beyond the fiscal year may be extended by mutual agreement between the CITY and the DEPARTMENT subject to prior approval by the FHWA and/ or the FTA.

This AGREEMENT shall become effective upon date of last execution and shall be reviewed for consistency with all applicable laws and regulations annually but not less frequently than every five (5) years. All terms and conditions of this AGREEMENT shall remain in effect while undergoing the periodic review.

Authorized representatives of the DEPARTMENT and/or the Federal Highway Administration may inspect and review work in progress or completed during the period of this AGREEMENT.

ARTICLE VII - TERMINATION OF AGREEMENT

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. Withdrawal by the DEPARTMENT from the Metropolitan Transportation Planning and Programming Process in the Kingsport MPO area.
2. Withdrawal of the 23 U.S.C. 134 designation to the MPO by the Governor.
3. Withdrawal of the MPO from the Metropolitan Transportation Planning and Programming Process.
4. By mutual agreement of the parties.
5. Cancellation of PL funds for the Metropolitan Transportation Planning and Programming Process by the Federal Government.

In the event of termination under provision 1, at least 30 days written notice shall be given prior to termination. Work completed within this notice period shall be eligible for compensation.

In the event of termination under provisions 2, 3, 4 or 5, said termination shall be effective on the date of notification. Work completed up to the date of notification shall be eligible for compensation. The sum of any payments made under this Article shall be based on actual work completed through the date of termination, subject to final audit.

Upon termination, all data, tabulations, documents and other material prepared under this AGREEMENT by and for the CITY shall become the property of the DEPARTMENT.

ARTICLE VIII - RETENTION OF COST RECORDS

The CITY and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence supporting the costs incurred. Such information shall be consistent with the provisions of 2 CFR Part 200 and shall be made available at their respective offices at all reasonable times during the contract period, and for a period of three (3) years from the date of final payment from the DEPARTMENT to the CITY for inspection and audit by any authorized representative of the DEPARTMENT or U.S. Department of Transportation. Copies of such information shall be furnished to the DEPARTMENT upon request.

ARTICLE IX - PUBLICATION PROVISIONS

The CITY shall be free to copyright material developed under this AGREEMENT with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Planning reports developed under this AGREEMENT shall be submitted to the DEPARTMENT and the FHWA for review and approval prior to publication and distribution.

All reports published by the CITY or Sub-Recipient shall contain the following:

- An acknowledgment, "Prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration and the Virginia Department of Transportation."
- A disclaimer, "The contents of this report reflect the views of the Kingsport Metropolitan Transportation Planning Organization. The Kingsport Metropolitan Transportation Planning Organization is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration, the

Virginia Department of Transportation, the Lenowisco Planning District Commission, or the City of Kingsport, Tennessee. This report does not constitute a standard, specification, or regulation." The following additional disclaimer statement needs to be included in all reports which identify specific improvements/alternatives:

- "FHWA or VDOT acceptance of this report as evidence of fulfillment of the objectives of this planning study does not constitute endorsement/approval of the need for any recommended improvements nor does it constitute approval of their location and design or a commitment to fund any such improvements. Additional project level environmental impact assessments and/or studies of alternatives may be necessary."

ARTICLE X - SETTLEMENT OF DISPUTES

Any legal disputes in connection with the work not disposed of by mutual agreement between the DEPARTMENT and the CITY shall be transmitted in writing to the Commissioner of Highways of the Virginia Department of Transportation and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the FHWA, will rule on the question and his decision shall be final unless the legal dispute is adjudicated in court. Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the legal dispute.

ARTICLE XI - LIABILITY FOR PLANNING PROCESS AND ADMINISTRATION OF FUNDS

Nothing within this AGREEMENT shall be deemed to waive the DEPARTMENT's defense of sovereign immunity applicable to any claims which might arise as a consequence of the planning process, and further provides that the CITY will be responsible for the proper administration of funds pursuant to this AGREEMENT, the CITY's liability being hereby expressly limited to the administrative function performed by the CITY for the benefit of the MPO in accordance with the terms of this AGREEMENT.

ARTICLE XII- COMPLIANCE WITH TRANSPORTATION PLANNING, CLEAN AIR, TITLE VI CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE, NON-DISCRIMINATION AND OTHER APPLICABLE FEDERAL REQUIREMENTS

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with which they may contract or make an agreement, shall comply with the provisions of federal code and regulation related to transportation planning, clean air, Title VI civil rights, disadvantaged business enterprise, nondiscrimination and other applicable federal requirements. Concurrent with the submittal of the entire proposed Transportation Improvement Program to the FHWA and the FTA as part of the Statewide Transportation Improvement Program approval, the State and the MPO are federally required to provide certification at least every 4 years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements, including but not limited to:

1. 23 U.S.C. 134, 49 U.S.C. 5303 and 23 CFR 450 Subpart C on transportation planning requirements;
2. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR Part 93);
3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(e) of the Infrastructure Investment and Jobs Act (Pub. L. 117- 58) and 49 CFR Part 26 regarding the involvement of Disadvantaged Business Enterprises in DOT funded projects;
6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR Parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities.

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature with whom it may contract or make agreement, shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as set out in ATTACHMENT G.

In connection with the performance of this AGREEMENT, the CITY will cooperate with the DEPARTMENT in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs-inclusive of women). The CITY shall follow the Virginia Department of Transportation's Disadvantaged Business Enterprise program and will use its best efforts to insure that DBEs shall have equal opportunity to compete for contracts under this AGREEMENT.

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with whom they may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, and set out in ATTACHMENT F.

Further, the CITY agrees to provide the DEPARTMENT with quarterly reports on the actual dollar amount of funds expended with each DBE contractor.

ARTICLE XIII - VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with which they may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (Sections 2.2- 4200 through 2.2-4201 of the Code of Virginia (1950), as amended). Section 2.2-4201 is set out in ATTACHMENT E.

ARTICLE XIV - AMENDMENTS

Amendments to this AGREEMENT, as may be mutually agreed to, may be made by written agreement between the DEPARTMENT and the CITY after review and recommendation by the MPO.

ARTICLE XV – CERTIFICATIONS

The CITY and the DEPARTMENT in signing the attached certification statement as described in ATTACHMENT H shall acknowledge that neither the representative for the CITY nor the DEPARTMENT 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).

By signing this AGREEMENT, the CITY also certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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 Federal 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 MPO shall complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,

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

THEREFORE, the DEPARTMENT and the CITY have executed this AGREEMENT on the day and year last below written.

[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 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 Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,009.00 and requiring \$501.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2023, 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, 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 \$5,009.00 and requiring \$501.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2023 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, to deliver the letter and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the letter and this resolution, said agreement being as follows:

RE: FY-23 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2023 Kingsport Urbanized Area
CFDA 20.205, Highway Planning and Construction
FY-23 Pass-Through Entity Identifying Number: UPC 0000121495

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 2023 (July 1, 2022 to June 30, 2023).

These funds are to be used to finance the activities contained in the approved FY 2023 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 2023 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-23	Local Match	Grand Total of Support for FY-23 UPWP Activities
PL	\$4,006.75	\$500.84	\$4,507.59	\$500.84	\$5,008.44

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, 2022, 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 2023 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 VI. 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 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 public.

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

ADOPTED this the 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, 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 13, 2022

Mr. William Albright
Transportation Planning Manager
City of Kingsport Tennessee
225 West Center St.
Kingsport, TN 37660

RE: FY-23 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2023
Kingsport Urbanized Area
CFDA 20.205, Highway Planning and Construction
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Mr. William Albright
May 13, 2022
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, 2022, 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 2023 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-Effetuation 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 (c) 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:
 - I. 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.*).

**AN AGREEMENT FOR
THE UTILIZATION OF FEDERAL AND STATE FUNDS TO SUPPORT
METROPOLITAN PLANNING
IN THE KINGSFORT AREA**

THIS AGREEMENT, effective last date of execution, is by and between the Commonwealth of Virginia Department of Transportation, hereinafter called the DEPARTMENT, and the City of Kingsport, Tennessee, hereinafter called the CITY, for the benefit of the Kingsport Metropolitan Transportation Planning Organization, hereinafter called the Metropolitan Planning Organization or MPO.

WHEREAS, the MPO has been designated by the Secretary of Transportation on behalf of the Governor of Virginia with the responsibility, together with the State and regional public transportation provider(s), for carrying out the Metropolitan Transportation Planning provisions of Title 23 Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction); and

WHEREAS, the MPO has requested that the CITY act as fiscal agent to administer the Metropolitan Planning Funds (PL) funding, as well as any other federal or state funds used to support the MPO planning process for the Kingsport MPO area, as provided to the MPO under the provisions of Title 23 United States Code, Section 104(d);

NOW, THEREFORE, the DEPARTMENT and the CITY do hereby agree as follows:

ARTICLE I - PURPOSE OF FUNDS

Any federal or state funds made available under this AGREEMENT are to be used at the direction of the MPO which is responsible, in cooperation with the DEPARTMENT, for the Metropolitan Transportation Planning and Programming Process (Title 23 Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction). An annual Unified Planning Work Program (UPWP) shall be prepared identifying the use of these funds in accordance with ARTICLE III of this AGREEMENT. Any significant modifications or additions to planning activities outlined in the UPWP during the fiscal year (FY) shall trigger the submission of a UPWP amendment by the MPO to the DEPARTMENT. The DEPARTMENT will submit the UPWP amendment to the Federal Highway Administration (FHWA) for review and approval. No reimbursements shall be made to the MPO for work activities conducted prior to FHWA's written approval of the UPWP or amendment.

Subject to annual budgetary appropriation, the DEPARTMENT shall transmit to the CITY, prior to July 1, each year an annual Letter of Authorization stipulating its share of the annual MPO budget. The cost allocation shall conform to the approved UPWP in accordance with the conditions of this AGREEMENT.

ARTICLE II - SOURCE OF FUNDS

PL funds are apportioned to Virginia each fiscal year on the basis of the ratio which Virginia's total urbanized area population bears to the total urbanized area population of all states. PL funds apportioned to Virginia shall be allocated to the urbanized areas within Virginia as follows:

A portion of the PL funds shall be set aside annually for allocation to the air quality non-attainment/maintenance areas. The amount provided to an area shall be based on the severity of the air quality problem in that area (extreme/maintenance - \$30,000, severe/maintenance - \$25,000, serious - \$20,000, moderate/maintenance - \$15,000, or marginal/maintenance - \$10,000). When a non-attainment/maintenance area contains jurisdictions from more than one metropolitan study area, the allocation for air quality planning shall be proportioned to these study areas based on urbanized area population percentages for the non-attainment/maintenance jurisdictions only. Adjustments shall be made so that the minimum allocation of PL funds available for air quality consideration shall not be less than \$5,000.

The amount to be allocated annually from the remaining PL funds to each of the urbanized areas of the state shall be a base amount equal to \$50,000 times the percent that the area's urbanized population within Virginia is to its total urbanized area population, plus a proportionate share of the balance based on the ratio that each area's urbanized population within Virginia is to the total urbanized area population of the state. Adjustments to the allocations shall be made so that the minimum allocation of PL funds to an area shall not be less than \$50,000.

The PL funds, and the other federal and/or state funding sources used to carry out metropolitan transportation planning activities are subject to the provisions of this AGREEMENT as well as any applicable federal and state laws. These include, but are not limited to, the provisions and requirements of the Virginia Freedom of Information Act in the Code of Virginia at 2.2-3700, et sequel, as applicable to public bodies.

ARTICLE III - STATEMENT OF WORK

Metropolitan transportation planning activities will be administered in accordance with the provisions of 23 CFR Part 420, Planning and Research Program Administration.

The activities eligible for reimbursement shall be outlined in the approved UPWP for the Kingsport area. The UPWP and any subsequent amendments must have written approval by the MPO, the DEPARTMENT, the FHWA, and other agencies as appropriate, including the Virginia Department of Rail and Public Transportation, and the Federal Transit Administration.

Any changes to an approved activity, reallocation of funds between activities, or any new activity to be performed with federal or state funds shall require an amendment to the

UPWP and approval by the MPO, the DEPARTMENT, and the FHWA. Requests for deprogramming of Federal Highway Administration transportation planning funds to the next fiscal year must be received by March 31 to allow ample time for processing and approval.

Written approvals by the DEPARTMENT and the FHWA and/or Department of Rail and Public Transportation (DRPT) and the Federal Transit Administration must be obtained for each study design for highway and/or public transit activities (respectively) that were included in, but not authorized by the initial, approved UPWP. These approvals must be obtained prior to initiating work activities for which the MPO will seek reimbursement.

Any approved UPWP work to be undertaken with federal or state funds by any party other than the CITY shall be the subject of a third-party agreement. Such agreements shall incorporate all provisions of this AGREEMENT. The scopes of service and agreements for such work must be submitted for written approval by the DEPARTMENT and FHWA prior to execution of the third-party agreement. It is recommended that any such third-party agreements be developed as soon as possible after the execution of this AGREEMENT.

There will be no reimbursement to third-parties for work performed prior to the execution date of such agreements. The administrative procedures contained in ATTACHMENT A of this AGREEMENT must be complied with if a consultant firm is to be engaged directly or under a pass-through agreement. If any federal funds are passed through to a local jurisdiction or consultant, requirements in ATTACHMENT B are also applicable.

Those planning activities, description of work, and sources of funds documented in the approved Kingsport area UPWP and any subsequent amendments thereto as approved by the FHWA and the DEPARTMENT for funding are hereby subject to the conditions of this AGREEMENT.

Acquisition of equipment, as defined in 2 CFR Part 200 on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with federal or state funds shall be approved by FHWA and the DEPARTMENT prior to acquisition and shall be titled to the CITY. Procurement, property, and management standards shall be applicable to the acquisition, use, management, and disposition of such equipment.

ARTICLE IV - BASIS OF PAYMENT

For services performed in accordance with the provisions of this AGREEMENT, the DEPARTMENT shall pay to the CITY eligible actual costs, as defined herein.

State and Federal funds are available solely for the reimbursement of the metropolitan transportation planning eligible, reasonable and necessary actual costs that have been incurred by the CITY. The reimbursement is available dependent upon appropriate billing of the actual costs incurred, that demonstrates-records that the approved UPWP work activity has been satisfactorily performed and/or that a proper related expense has

been paid (i.e.: receipt-of-payment or cancelled check for related work supplies or equipment.) In consideration of the fact that exact costs for each of the UPWP line items (i.e. separately budgeted tasks/subtasks) are difficult to estimate, the DEPARTMENT will allow a maximum of 10% overrun on the total funds budgeted for each UPWP line item with the following exceptions:

1. For line items for which the budget exceeds \$50,000, the maximum allowable cost overrun will be \$5,000.
2. For line items with a total budget of less than \$1,000, the maximum allowable overrun will be \$100.

It is understood that while such overruns will be allowed, in no case will the reimbursement for Federal or State funds exceed the total amount identified in the letter of authorization indicated in ARTICLE I of this AGREEMENT. These allowable line item overruns do not require an UPWP amendment.

Payments shall be made for billings rendered either monthly or quarterly for actual work completed. Billings for the first, second, and third quarters shall be submitted to the DEPARTMENT within 30 days after the end of each quarter. Acceptable billings shall be honored and paid to the CITY by the DEPARTMENT within 15 business days of their receipt. Payment for work performed during the final quarter of the year must be requested from the DEPARTMENT within 60 days after the end of the program year. All vouchers shall be supported by the progress reports specified in ARTICLE V of this AGREEMENT. Payment of the fourth quarter (final) billing for the given fiscal year will be made subject to acceptance by the DEPARTMENT of the work performed. The DEPARTMENT shall have the option to conduct a performance review at any time to ensure that the UPWP work tasks have been satisfactorily performed and are acceptable for final payment. The UPWP annual performance review shall be conducted as specified in ATTACHMENT D. All costs are subject to audit by the DEPARTMENT and/or the U.S. Department of Transportation. Any such audit shall be made in accordance with generally accepted auditing standards and procedures and be governed by 2 CFR Part 200.

The CITY shall be responsible for obtaining the audit coverage in accordance with the requirements set forth in 2 CFR Part 200 and the Federal Audit Guidelines provided by the DEPARTMENT, attached to this Agreement as ATTACHMENT C. Failure to comply with the requirements of 2 CFR Part 200 and the Federal Audit Guidelines provided by the DEPARTMENT shall result in the DEPARTMENT not entering into future Agreements with the CITY until auditing procedures are brought into compliance. The CITY will provide the DEPARTMENT with copies of the audit report as specified in ATTACHMENT C.

Any expenditure, work task or product that is questioned by the DEPARTMENT in the performance review of the UPWP will be discussed with the CITY's staff. In the event that agreement is reached that an improper expenditure or unauthorized work task has occurred, the DEPARTMENT will deduct the amount of the expenditure in question and

attach a copy of the exception to the CITY's copy of the final billing when paid. In the event that the performance review takes place after payment of the final bill, and an agreement is reached that the expenditure, work task or product is improper or unauthorized, the CITY will be billed in the amount of the expenditure in question, and the amount so billed will be promptly paid to the DEPARTMENT by the CITY.

Should there be disagreement between the DEPARTMENT and the CITY's staff, the exception will be transmitted in writing by the DEPARTMENT to the CITY's staff and opportunity afforded for review and comment. The Commissioner of Highways of the Virginia Department of Transportation, with assistance as needed from the FHWA, will rule on the exception. If the exception is ruled proper, the CITY will be billed in the amount of the exception and the amount so billed will be promptly paid to the DEPARTMENT by the CITY. The settlement of disputes not related to expenditures is covered by ARTICLE X of this AGREEMENT.

The CITY will complete a list of all personnel anticipated to charge time against activities covered by this AGREEMENT as described in the annual Letter of Authorization. This listing will identify personnel by payroll classification only (planner, technician, etc.) and their present actual payroll rate per hour or annual salary. The list shall be identified in and part of the Letter of Authorization.

Actual costs shall include direct salaries, payroll burden, indirect costs or overhead and direct non-salary costs. Such costs shall be maintained in the CITY'S records in accordance with generally accepted cost accounting procedures and recordation. Payroll burden and overhead costs shall be subject to the DEPARTMENT's review and approval. The CITY shall complete and sign an indirect cost certification as identified in and part of the annual Letter of Authorization.

Non-salary direct costs shall include purchase and rental of material, supplies, equipment, and services not normally included in the computation of overhead but necessary for the performance of work specified. Also included as direct non-salary costs shall be costs for certain communications and reproductions charged directly to the work specified plus necessary travel and per diem expenses. Travel costs should be in accordance with 2 CFR 200.474. Reimbursement for the cost of actual, reasonable and necessary mileage travelled on MPO business trips using CITY or personally owned automotive vehicles shall be according to the business mileage rates set out by the IRS. The currently applicable IRS mileage rates for reimbursement are found at the following website: <https://www.irs.gov/credits-deductions/individuals/standard-mileage-rates-glance>. Reimbursement for lodging and Meals and Incidental Travel Expense (M&IE) on MPO business trips shall be the actual, reasonable and necessary cost and within the per diem rates set out by the U.S. General Services Administration (GSA) and their travel cost guidance including 2 CFR 200.474. The currently applicable GSA reimbursement lodging and M&IE per diem rates are found at the following website, where the standard rate applies to destinations that are not specifically listed: <https://www.gsa.gov/portal/content/104877>.

Any travel performed in connection with planning activities for which expenses are estimated to exceed \$1,000 should be included in the MPO-approved UPWP and must have prior approval by the DEPARTMENT. The request shall include a brief explanation of the purpose for the travel, a cost estimate, and MPO concurrence. The appropriateness of costs incurred by the CITY shall be determined in accordance with the cost principles of 2 CFR 200.474.

Any computer or software purchases over \$500 needs prior approval by the DEPARTMENT. If the amount is \$5,000 or more, FHWA approval is required. These approvals require written documentation.

If work activities are to continue without interruption, this AGREEMENT must be executed prior to July 1, 2022. Any expenditure made or work performed by the CITY after this date and prior to the DEPARTMENT's execution of this AGREEMENT will not be eligible for reimbursement.

ARTICLE V - PROGRESS SCHEDULES AND REPORTS

The CITY shall prepare quarterly progress schedules of the various phases of work and written progress reports based on such schedules outlining work accomplished during the quarter. The fourth quarter progress report shall address accomplishments for the entire year. Progress reports shall contain, as a minimum, the information required by 23 CFR Part 420. The schedules and reports shall be submitted to the DEPARTMENT with the billing vouchers as outlined in ARTICLE IV of this AGREEMENT.

ARTICLE VI - PERFORMANCE PERIOD

Activities identified in the UPWP shall be conducted on an annual basis, which shall extend from July 1 through June 30 and shall be renewed annually by a letter of authorization (LOA) from the DEPARTMENT to the CITY. The time of performance beyond the fiscal year may be extended by mutual agreement between the CITY and the DEPARTMENT subject to prior approval by the FHWA and/ or the FTA.

This AGREEMENT shall become effective upon date of last execution and shall be reviewed for consistency with all applicable laws and regulations annually but not less frequently than every five (5) years. All terms and conditions of this AGREEMENT shall remain in effect while undergoing the periodic review.

Authorized representatives of the DEPARTMENT and/or the Federal Highway Administration may inspect and review work in progress or completed during the period of this AGREEMENT.

ARTICLE VII - TERMINATION OF AGREEMENT

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. Withdrawal by the DEPARTMENT from the Metropolitan Transportation Planning and Programming Process in the Kingsport MPO area.
2. Withdrawal of the 23 U.S.C. 134 designation to the MPO by the Governor.
3. Withdrawal of the MPO from the Metropolitan Transportation Planning and Programming Process.
4. By mutual agreement of the parties.
5. Cancellation of PL funds for the Metropolitan Transportation Planning and Programming Process by the Federal Government.

In the event of termination under provision 1, at least 30 days written notice shall be given prior to termination. Work completed within this notice period shall be eligible for compensation.

In the event of termination under provisions 2, 3, 4 or 5, said termination shall be effective on the date of notification. Work completed up to the date of notification shall be eligible for compensation.

The sum of any payments made under this Article shall be based on actual work completed through the date of termination, subject to final audit.

Upon termination, all data, tabulations, documents and other material prepared under this AGREEMENT by and for the CITY shall become the property of the DEPARTMENT.

ARTICLE VIII - RETENTION OF COST RECORDS

The CITY and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence supporting the costs incurred. Such information shall be consistent with the provisions of 2 CFR Part 200 and shall be made available at their respective offices at all reasonable times during the contract period, and for a period of three (3) years from the date of final payment from the DEPARTMENT to the CITY for inspection and audit by any authorized representative of the DEPARTMENT or U.S. Department of Transportation. Copies of such information shall be furnished to the DEPARTMENT upon request.

ARTICLE IX - PUBLICATION PROVISIONS

The CITY shall be free to copyright material developed under this AGREEMENT with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Planning reports developed under this AGREEMENT shall be submitted to the DEPARTMENT and the FHWA for review and approval prior to publication and distribution.

All reports published by the CITY or Sub-Recipient shall contain the following:

- An acknowledgment, "Prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration and the Virginia Department of Transportation."
- A disclaimer, "The contents of this report reflect the views of the Kingsport Metropolitan Transportation Planning Organization. The Kingsport Metropolitan Transportation Planning Organization is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration, the Virginia Department of Transportation, the Lenowisco Planning District Commission, or the City of Kingsport, Tennessee. This report does not constitute a standard, specification, or regulation."

The following additional disclaimer statement needs to be included in all reports which identify specific improvements/alternatives:

- "FHWA or VDOT acceptance of this report as evidence of fulfillment of the objectives of this planning study does not constitute endorsement/approval of the need for any recommended improvements nor does it constitute approval of their location and design or a commitment to fund any such improvements. Additional project level environmental impact assessments and/or studies of alternatives may be necessary."

ARTICLE X - SETTLEMENT OF DISPUTES

Any legal disputes in connection with the work not disposed of by mutual agreement between the DEPARTMENT and the CITY shall be transmitted in writing to the Commissioner of Highways of the Virginia Department of Transportation and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the FHWA, will rule on the question and his decision shall be final unless the legal dispute is adjudicated in court. Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the legal dispute.

ARTICLE XI - LIABILITY FOR PLANNING PROCESS AND ADMINISTRATION OF FUNDS

Nothing within this AGREEMENT shall be deemed to waive the DEPARTMENT's defense of sovereign immunity applicable to any claims which might arise as a consequence of the planning process, and further provides that the CITY will be responsible for the proper administration of funds pursuant to this AGREEMENT, the CITY's liability being hereby expressly limited to the administrative function performed

by the CITY for the benefit of the MPO in accordance with the terms of this AGREEMENT.

ARTICLE XII- COMPLIANCE WITH TRANSPORTATION PLANNING, CLEAN AIR, TITLE VI CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE, NON-DISCRIMINATION AND OTHER APPLICABLE FEDERAL REQUIREMENTS

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with which they may contract or make an agreement, shall comply with the provisions of federal code and regulation related to transportation planning, clean air, Title VI civil rights, disadvantaged business enterprise, nondiscrimination and other applicable federal requirements. Concurrent with the submittal of the entire proposed Transportation Improvement Program to the FHWA and the FTA as part of the Statewide Transportation Improvement Program approval, the State and the MPO are federally required to provide certification at least every 4 years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements, including but not limited to:

1. 23 U.S.C. 134, 49 U.S.C. 5303 and 23 CFR 450 Subpart C on transportation planning requirements;
2. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR Part 93);
3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(e) of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and 49 CFR Part 26 regarding the involvement of Disadvantaged Business Enterprises in DOT funded projects;
6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR Parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities.

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature with whom it may contract or make agreement, shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as set out in ATTACHMENT G.

In connection with the performance of this AGREEMENT, the CITY will cooperate with the DEPARTMENT in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs-inclusive of women). The CITY shall follow the Virginia Department of Transportation's Disadvantaged Business Enterprise program and will use its best efforts to insure that DBEs shall have equal opportunity to compete for contracts under this AGREEMENT.

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with whom they may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, and set out in ATTACHMENT F.

Further, the CITY agrees to provide the DEPARTMENT with quarterly reports on the actual dollar amount of funds expended with each DBE contractor.

ARTICLE XIII - VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

The CITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with which they may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (Sections 2.2- 4200 through 2.2-4201 of the Code of Virginia (1950), as amended). Section 2.2-4201 is set out in ATTACHMENT E.

ARTICLE XIV - AMENDMENTS

Amendments to this AGREEMENT, as may be mutually agreed to, may be made by written agreement between the DEPARTMENT and the CITY after review and recommendation by the MPO.

ARTICLE XV – CERTIFICATIONS

The CITY and the DEPARTMENT in signing the attached certification statement as described in ATTACHMENT H shall acknowledge that neither the representative for the CITY nor the DEPARTMENT 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).

By signing this AGREEMENT, the CITY also certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee

of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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 Federal 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 MPO shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
3. The CITY shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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.

THEREFORE, the DEPARTMENT and the CITY have executed this AGREEMENT on the day and year last below written.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

BY: _____
State Transportation Planner

Printed Name

DATE: _____

CITY OF KINGSPORT, TENNESSEE

BY: _____
Signature

Printed Name

DATE: _____

ATTACHMENT A - Administrative Procedures for Federal and State Funded Consultant Contracts

ATTACHMENT B – Federal/VDOT Audit Requirements for Sub-Recipients

ATTACHMENT C - Federal Audit Guidelines in Accordance with 2 CFR Part 200

ATTACHMENT D - Annual Performance Review of the UPWP

ATTACHMENT E - Virginia Fair Employment Contracting Act

ATTACHMENT F - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs

ATTACHMENT G - Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts

ATTACHMENT H - Certification Statement

ATTACHMENT A

ADMINISTRATIVE PROCEDURES FOR FEDERALLY FUNDED CONSULTANT CONTRACTS

Work Program

Include a brief statement of work to be performed by consultant and identify total funds needed with a breakdown by fiscal year.

Procurement

The CITY must insure that required federal and state procurement procedures are followed for all contracts and subcontracts.

Statement of Work

Submit draft RFP through VDOT to FHWA with request for approval of scope of service/statement of work. FHWA approval will include a request for copies of all executed contracts, subcontracts and addenda thereto. Any work performed prior to date of FHWA approval of scope/statement of work is not eligible for reimbursement.

Consultant Contract

Submit executed contract/agreement, consultant proposal and, if different from approved draft, RFP/statement of work. The executed agreement and proposal combined are considered to be the consultant contract. The contract does not need FHWA review and approval prior to execution, but must contain all provisions of 2 CFR Part 200 Appendix II and/or 23 CFR Part 172, as appropriate.

Subcontracts

Subcontracts do not need prior FHWA approval if the work to be subcontracted is identified in the consultant proposal. If not identified in the proposal, subcontract work is considered to be a change in scope and needs to be processed accordingly. Subcontract work should be approved in writing by the state. A copy of the state approval letter, executed subcontracts, and scopes of work will need to be submitted to FHWA. All subcontracts shall contain all required provisions of the prime contract.

Contract Amendments

All contract changes (including subcontract work not previously approved) involving changes in scope of work require prior approval by the DEPARTMENT and FHWA. Copies of executed amended/supplemental contract/work orders need to be submitted to FHWA.

Reports

Progress reports need to be provided to FHWA when prepared. Draft interim/final reports must be submitted to FHWA with a request for approval prior to publication and distribution of final version unless the FHWA has waived the requirement for prior approval. All reports must contain an acknowledgment, "Prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration, and the Virginia Department of Transportation," and a disclaimer, "The contents of this report reflect the views of the author(s) who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration, the Virginia Department of Transportation, the Lenowisco Planning District Commission, or the City of Kingsport, Tennessee. This report does not constitute a standard, specification, or regulation." The following additional disclaimer statement needs to be included in all reports which identify specific improvements/alternatives: "FHWA or VDOT acceptance of this report as evidence of fulfillment of the objectives of this planning study does not constitute endorsement/approval of the need for any recommended improvements nor does it constitute approval of their location and design or a commitment to fund any such improvements. Additional project level environmental impact assessments and/or studies of alternatives may be necessary."

ATTACHMENT B

FEDERAL/VDOT REQUIREMENTS FOR SUB-RECIPIENTS

Local Jurisdictions/Commissions

Any local jurisdiction which expends \$750,000 or more during its fiscal year in Federal awards, from all sources combined, must have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200. If such a locality receives Federal funds, even if passed through to a consultant, the audit must cover these funds.

Local jurisdictions must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

Local jurisdictions must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold.

Local jurisdictions must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts.

Consultants

Pre-award reviews are required for all federally funded contracts for engineering and design related services. These reviews will be conducted by the DEPARTMENT at the time that the contracts are submitted for approval. Supporting data used by the consultants to prepare cost proposals will be required for these reviews. Securing this data will be the responsibility of the CITY.

Final financial reviews are required for contracts where the method of payment to the consultant is cost plus net fee. These reviews will be conducted by the DEPARTMENT at the conclusion and acceptance of the consultants' services. Consultant contracts, invoices, and supporting data will be required for these reviews. It will be the responsibility of the CITY to secure and provide this data to the DEPARTMENT.

ATTACHMENT C

FEDERAL AUDIT GUIDELINES **IN ACCORDANCE WITH 2 CFR PART 200**

The financial audit should be in accordance with the requirements of 2 CFR Part 200. An annual financial audit is required if the CITY expends \$ 750,000 or more in federal funds from all sources in its fiscal year.

Additional guidance is as follows:

1. Eligibility of costs is stressed for expenditures made within the grants. 2 CFR Part 200 and/ or 2 CFR 1201 should be referenced and applied. Generally, some of the problems encountered are:
 - a. arbitrary allocation of costs.
 - b. the failure to maintain time and attendance records.
 - c. if employee spends time on more than one grant, the failure to keep actual time spent on each grant and
 - d. improper documentation.
2. The report should have sufficient schedules, either main or supplementary, that identify beginning balances, revenues, expenditures by line item and individual grant, and fund balances. VDOT grants should be separated (see attached Exhibit A). A schedule of ineligible costs should also be included if such costs are found. A schedule showing budgeted amounts and expenditures by Unified Transportation Planning Work Program task/activity must be included.
3. The report should present a schedule of indirect costs, and be presented in a manner that indicates the method of developing the costs (including fringe benefits). Indirect costs should be analyzed for eligibility of costs included (interest, taxes, etc.) (See the attached sample Exhibits B and C.)

4. Costs should be classified so as to identify those that are expenditures by the grantee in contrast to those disbursements that are actually passed through to other Sub-Recipients. In addition, the scope of the audit should include the expenditures made by the Sub-Recipients and be identified in the audit report. This would include local jurisdictions, consultants, sub-consultants, and any other recipient of pass through funds.
5. Generally speaking, the question of what constitutes materiality in selection of parameters in sample testing and recognition of errors is left up to the auditor's professional judgment. However, we suggest that the size of each individual grant in the entity be considered when selecting these parameters rather than total overall operation of the entity. (Refer to 2 CFR Part 200).

Audit reports must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Audit reports shall be submitted by the CITY in accordance with the provisions of 2 CFR Part 200 to VDOT. The City's Annual Comprehensive Financial Report is to be submitted to the VDOT Assurance and Compliance Office through the cafr@vdot.virginia.gov mailbox along with the appropriate response forms for that specific fiscal year.

In addition two copies of the audit reports and two copies of the Assurance and Compliance Office's Review of the report are to be sent by the CITY to:

Virginia Department of Transportation
Attention: Blake Ailor
VDOT Bristol District Office
870 Bonham Road
Bristol, VA 24201

Exhibit A

Changes in Fund Balances
for the Year Ended June 30

	General Fund	FTA	VDOT Transit	VDOT SPR	VDOT PL	All Other Grants (in Detail)	Total
Support and Revenue:							
Support:							
Direct Federal Grants							
Pass-Through Federal Contributions							
State Grants							
Revenue:							
Fees and Assessments							
Investment Income							
Miscellaneous							
Total							
Expenses:							
Direct:							
Salaries							
Fringe Benefits - Schedule 1							
Total Direct Salaries & Fringe							
Benefits							
Travel							
Education and Training							
Printing and Reproduction							
Advertising							
Supplies							
Consultants/Contractual							
Project Inspection Fee							
Pass-through							
In-Kind							
Total Direct							
Indirect:							
Salaries							
Fringe Benefits - Schedule 1							
Other - Schedule 2							
Total Indirect							
Total Direct and Indirect							
Depreciation - Not Allocated							
Total Expenses							
Excess of Support and Revenue over Expenses							
Fund Balance - Beginning of Year							
Adjustments to Fund							
Annual Leave Accrual							
Fixed Assets							
Fund Balance - End of Year							

The accompanying notes are an integral
part of these statements.

Fringe Benefits
For the Year Ended June 30

Employer Contributions - FICA

Employer Contributions - Health Insurance

Employer Contributions - Life & Disability Insurance

Employer Contributions - Retirement

Workmen's Compensation Insurance

Unemployment Compensation Insurance

TOTAL FRINGE BENEFITS

The accompanying notes are an integral part of these statements.

Exhibit C

Indirect Expenses
For the Year Ended June 30

City's Compensation

Salaries

Employee Benefits

Office Supplies

Contractual Services

Office equipment rental & maintenance

Office rental

Insurance

Telephone

Travel

Postage

Recruitment

Rent

Special meetings

Moving expense

Dues, subs and membership

Copying costs

Auditing/Advertising

1) Legal Services

Miscellaneous

2) Interest Expense

TOTAL INDIRECT EXPENSE

1) Subject to approval

2) Ineligible cost

The accompanying notes are an integral part of these statements

ATTACHMENT D

ANNUAL PERFORMANCE REVIEW OF THE UNIFIED PLANNING WORK PROGRAM

An annual review of the work tasks in the United Planning Work Program (UPWP) shall be conducted to ensure that the work tasks have been satisfactorily performed. While a review of the UPWP and any tasks or work products identified therein may be undertaken at any time during the fiscal year, the annual performance review shall be conducted after the fourth quarter (final) billing is received - see ARTICLE IV of this AGREEMENT. The performance period is specified in ARTICLE VI of this AGREEMENT

The annual UPWP performance review shall be conducted by the DEPARTMENT (including the District Planning Manager and representatives from the Transportation and Mobility Planning Division), and shall include representatives of the CITY. Additional representatives may include the Department of Rail and Public Transportation (DRPT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) and any locality or local/regional agency that may have performed a work task in the UPWP.

The review shall include from the UPWP a description of the work task, scope of work and the end product that was anticipated when the UPWP was approved. The CITY staff shall provide any reports, work papers or other evidence of the work performed. Documentation shall be provided for any issues that may have affected the anticipated work process or performance. Documentation must also be provided for any changes in the work tasks, scope of work or end product. In cases where the work tasks could not be completed during the fiscal year, appropriate documentation shall be provided for a partial payment for the work as well as any requests that may have been made for carry-over of the work task into the next fiscal year. In cases where the work task may have been terminated, documentation shall be provided as to the reasons for the termination. Any adjustments to the payments for work tasks shall be in accordance with ARTICLE IV of this AGREEMENT.

The annual performance review shall be documented by the DEPARTMENT and forwarded to the CITY, the federal and state agencies and other participants in the UPWP performance review.

ATTACHMENT E
VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

Section 2.2-4201 Code of Virginia (1950) as amended

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over ten thousand dollars.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this chapter shall be deemed to empower any agency to require any contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such contractor in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the Commonwealth. (1975, c.626, as amended.)

ATTACHMENT F

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION PROGRAMS

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, 49 CFR Part 26, as amended, applies to this agreement.

The CITY agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the CITY shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have equal opportunity to compete for and perform contracts. The CITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

The CITY agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement by the Virginia Department of Transportation (VDOT) or such remedy as the VDOT deems appropriate.

ATTACHMENT G

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

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 will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (49 CFR, Part 21 and Part 26 hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Attachment B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurement 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 equipment, each potential subcontractor shall be notified of the contractor's obligations under this contract.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions 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 Virginia Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Virginia Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
- (a) withholding of payments to the contractor under the contract until the contractor compiles, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Virginia Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT H

CERTIFICATION STATEMENT **CITY OF KINGSPORT, TENNESSEE**

I hereby certify that I am the City Manager of the CITY OF KINGSPORT, TENNESSEE whose address is 225 West Center 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, regarding 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 State Transportation Planner of the Virginia Department of Transportation of the Commonwealth of Virginia, 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 Transportation, regarding this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

STATE TRANSPORTATION PLANNER



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2022-2023 Benefiting the General Welfare of Kingsport Residents

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

Action Form No.: AF-199-2022 *CM*
Work Session: June 20, 2022
First Reading: N/A

Final Adoption: June 21, 2021
Staff Work By: Jessica Harmon
Presentation By: J. Harmon

Recommendation:

Approve the resolution.

Executive Summary:

The City of Kingsport desires to enter into agreements with various agencies and organizations for services in fiscal year 2022-2023 benefiting the general welfare of Kingsport residents. The list of agencies and organizations is attached as supplemental information.

Attachments:

1. Supplemental Information
2. Resolution
3. Agreements

Funding source appropriate and funds are available: *[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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

Supplemental Information – AF-199-2021

The City of Kingsport desires to enter into agreements with the following agencies and organizations for services in fiscal year 2022-2023 benefiting the general welfare of City of Kingsport residents:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AGREEMENTS WITH VARIOUS AGENCIES AND
ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2022-2023
BENEFITING THE GENERAL WELFARE OF KINGSPORT
RESIDENTS

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2022-2023, benefiting the general welfare of city residents, with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program and the Healthy Kingsport Program; and the Branch House.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for services in fiscal year 2022-2023, benefiting the general welfare of City of Kingsport residents, with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program and the Healthy Kingsport Program; and the Branch House, to deliver the agreements and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreements and this resolution.

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

SECTION III. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2022-2023 budget.

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 21st day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

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

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

WITNESSETH:

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

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

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

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

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

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

CHILDREN'S CENTER agrees as follows:

A. Education and Training Coordination

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

B. Medical Examination Program

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

C. Child Protective Investigative Team

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

D. Court Group

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

E. Mother Advocate Program

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

F. Transportation

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

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

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

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** CHILDREN'S CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHILDREN'S CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHILDREN'S CENTER, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

CHILDREN’S CENTER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

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

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

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

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

Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

RODNEY B. ROWLETT, III
City Attorney

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

THIS AGREEMENT made and entered into as of this ____ day of July, 2022, by and between the City of Kingsport, hereafter called “CITY” and the Downtown Kingsport Association, hereafter called “ASSOCIATION”.

WITNESSETH:

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

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

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

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

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

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

2. Creating and maintaining an up to date website promoting downtown; and
 3. Partnering with other entities (including CITY Public Information Staff) tasked with promoting Kingsport to provide an all-encompassing marketing approach. Meetings to discuss marketing plans and strategies shall occur no less than 6 times a year.
- D. Become the point of education for downtown stakeholders by conducting workshops for business and property owners. Utilize City of Kingsport staff members and other community members as presenters for knowledge based workshops as it relates to downtown.
- E. Work in partnership with other entities of the Chamber of Commerce and City Economic Development Director to promote vacant and leasable first floor storefronts within the central business district.
- F. Facilitate the installation of seasonal décor around downtown including but not limited to hanging flower baskets in the spring/summer months and the Christmas Decorations in the winter months.
1. Hanging flower basket decisions shall be coordinated with the City Landscape Specialist.
 2. Church Circle Tree decoration shall be the responsibility of the ASSOCIATION. The ASSOCIATION shall coordinate the installation of holiday lights with the City allowing for an appropriate amount of time to be agreed upon.
- G. Produce events that promote downtown, including by way of example:
1. Downtown Wine and Whiskey Festival
 2. Farm to Table Events
 3. Downtown Holiday Loft Tours
 4. First Thursdays
 5. Merchant Open House Events
 6. Christmas Tree Lighting & Parade
 7. Small Business Saturday
 8. July 4th Celebration
- H. Work in conjunction with other organizations hosting events in the downtown core to assist in promotion when applicable.
- I. Facilitate projects that directly relate to the Downtown Master Plan, when appropriate
- J. Facilitate any maintenance needed with the Church Circle Improvements.

K. Maintain an active Design Committee that takes the initiative in looking for ways to improve aesthetics in the Downtown.

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

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed NINETY THOUSAND DOLLARS (\$90,000). FORTY-FIVE THOUSAND DOLLARS (\$45,000) will be paid to the ASSOCIATION upon the proper execution of this Agreement by all parties. FORTY-FIVE THOUSAND DOLLARS (\$45,000) will be paid to the ASSOCIATION on January 1, 2023.

4. **REQUEST FOR REIMBURSEMENT.** ASSOCIATION will submit a report to the CITY showing the actual net operating costs incurred on a biannual basis using forms and procedures specified by CITY. The reports are due upon the proper execution of this Agreement by all parties and on January 3, 2023.

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

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

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

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

(C) The proposed use of the municipal assistance.

(D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no

less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed \$90,000.00.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. ASSOCIATION will hold regularly scheduled meetings with the ASSOCIATION Board, as stated in ASSOCIATION By-Laws, to provide updates on events, financials and other information as deemed necessary.
14. **PROJECT TERM.** CITY and ASSOCIATION have previously agreed that the project term for this Agreement is from July 1, 2021 to June 30, 2022. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2021. In no event will CITY participate in project expenses incurred after June 30, 2022.
15. **REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ASSOCIATION

nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or it employees or agents.

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

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

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

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

DOWNTOWN KINGSPORT ASSOCIATION

JUD TEAGUE
Secretary

ATTEST:

Robin Cleary
Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM;

RODNEY B. ROWLETT, III
City Attorney

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

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

W I T N E S S E T H:

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

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

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

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

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

functions and technical assistance.

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

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed SIX THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS (\$6,374.00).
4. **REQUEST FOR REIMBURSEMENT.** FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FTDD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

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

submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FTDD will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS (\$6,374.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FTDD, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

**FIRST TENNESSEE
DEVELOPMENT DISTRICT**

Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

RODNEY B. ROWLETT, III
City Attorney

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

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

W I T N E S S E T H:

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

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

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

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

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

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

2. DESCRIPTION OF THE PROJECT.

FIRST TENNESSEE agrees as follows:

A. To provide basic homemaker service to include:

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

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

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

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).
4. **REQUEST FOR REIMBURSEMENT.** FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FIRST TENNESSEE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FIRST TENNESSEE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST

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

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FIRST TENNESSEE, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

**FIRST TENNESSEE HUMAN
RESOURCE AGENCY**

Executive Director

CITY OF KINGSFORT

PATRICK W. SHULL

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III

City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE,

AND

**HOLSTON BUSINESS GROUP
SMALL BUSINESS INCUBATOR PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2022, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

WITNESSETH:

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

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

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

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

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

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

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

I. TERM.

This Agreement will be for a term of twelve (12) months commencing July 1, 2022 through June 30, 2023, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023, without its written consent.

II. SCOPE OF WORK.

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

III. MONITORING AND REPORTING REQUIREMENTS.

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

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

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

IV. COMPENSATION.

- A. CITY will pay HOLSTON Thirty Three Eight Hundred and Forty Dollars and NO/100 (\$33,840.00) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2022; October 1, 2022; January 1, 2023; and April 1, 2023).

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

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

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

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

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

VII. STAFFING.

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

VIII. TERMINATION OF AGREEMENT FOR CAUSE.

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

IX. EXTENSION OF AGREEMENT.

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

X. OPERATING INFORMATION.

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

XI. ASSURANCES.

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

XII. REPORTING.

HOLSTON will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

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

HOLSTON BUSINESS GROUP

Executive Director

ATTEST:

By: _____

CITY OF KINGSPORT, TENNESSEE

ATTEST:

City Recorder

PATRICK W. SHULL
Mayor

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

WITNESSETH:

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

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

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

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

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

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

FOUNDATION agrees as follows:

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

- Litter prevention.
 - o Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
 - o Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
 - o Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other undesirable items.
 - o Involving the community with the annual Great American Cleanup.
 - Beautification of the environs.
 - o Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
 - o Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.
 - Promotion of recycling.
 - Promotion of environmental improvements.
 - Increase public awareness through education and promotion.
 - o Coordinating the annual Conservation Camp for 4th graders.
 - o Maintaining the Environmental Reading program and other educational programs.
 - Recognition of excellence in environmental and beautification improvements.
 - o Coordinating, preparing and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
 - o Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.
 - Continually seek out new funding opportunities through local, state and federal grants and sponsorships.
 - Coordinate with CITY Public Information staff on cross promotion of events and activities.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY FIVE THOUSAND DOLLARS and NO/100 (\$44,000.00).
4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$22,500.00) each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.

5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

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

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

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

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

KINGSPORT CHAMBER FOUNDATION

MILES BURDINE
Secretary

ATTEST:

By: _____
SHARON HAYES
Director, Keep Kingsport Beautiful

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM;

RODNEY B. ROWLETT, III
City Attorney

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

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSPORT BALLET".

W I T N E S S E T H:

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

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

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

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

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

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

2. **DESCRIPTION OF THE PROJECT.**

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

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLET under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS and NO/100 (\$7,200).
 4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT BALLET will bill CITY for payment of funds after July 1, 2021, using forms and procedures specified by CITY.
 5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
 6. **AUDITS.** KINGSPORT BALLET prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KINGSPORT BALLET will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLET with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KINGSPORT BALLET will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLET further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
 8. **CHANGES.** Any changes in this Agreement will require a written amendment executed

by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT BALLET will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KINGSPORT BALLET will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS and NO/100 (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT BALLET will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KINGSPORT BALLET hereby assures CITY that KINGSPORT BALLET is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT BALLET will provide any relevant information requested by CITY concerning KINGSPORT BALLET's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KINGSPORT BALLET have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to KINGSPORT BALLET can be used to reimburse KINGSPORT BALLET for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** KINGSPORT BALLET will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to KINGSPORT BALLET assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLET'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT BALLET is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLET nor its

employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KINGSPORT BALLET, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

KINGSPORT BALLET

BERTINA S. DEW
Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

RODNEY B. ROWLETT, III
City Attorney

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

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

W I T N E S S E T H:

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

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

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

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

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

KHRA agrees as follows:

- A. To provide the City of Kingsport with Redevelopment Program administrative services including, plan preparation, project implementation activities, grants management and preparation, coordination functions and technical/legal assistance.
- B. Work with the Kingsport Economic Development Board and the City to encourage and promote redevelopment of blighted and underutilized areas of the city.
- C. Work with the Kingsport Economic Development Board and its Façade and Redevelopment Committee to promote the aesthetics for the downtown area and the

redevelopment of downtown properties through the Façade and Redevelopment Grant Program.

- D. KHRA will work with the city to identify and redevelop old industrial sites and infrastructure.
- E. KHRA will work to complete the redevelopment of all KHRA housing.
- F. KHRA will work to redevelop existing inventory, including vacant land, or explore alternative uses for the property and present a plan for moving forward.

- 3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).
- 4. **REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
- 5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.
- 6. **AUDITS.** KHRA prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

- 7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those

recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed THIRTY THOUSAND AND NO DOLLARS (\$30,000.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2022. In no event shall CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time

be legally responsible for any negligence or other wrong doing by KHRA, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

**KINGSPORT HOUSING AND
REDEVELOPMENT AUTHORITY**

TERRY CUNNINGHAM
Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

W I T N E S S E T H:

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

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

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

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

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

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

THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2022-2023 theatre season.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of funds after July 1, 2022, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** THEATRE GUILD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** THEATRE GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** THEATRE GUILD will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. THEATRE GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will,

under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by THEATRE GUILD, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

KINGSPORT THEATRE GUILD

JOHN KAYWOOD
Executive Director

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

RODNEY B. ROWLETT, III
City Attorney

CITY OF KINGSPORT, TENNESSEE
AND
PETWORKS ANIMAL SERVICES, INC.

OPERATIONAL AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called "CENTER".

W I T N E S S E T H:

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

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

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

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

SECTION 1. PURPOSE OF THE AGREEMENT.

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

SECTION 2. DESCRIPTION OF THE PROJECT.

CENTER agrees as follows:

- A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the

date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by CENTER.

- B. Endeavor to answer all calls for service within the corporate limits, but not required to maintain a dedicated dispatch employee. CENTER shall have a message on their answering machine that directs callers to leave a message or dial 911 in case of an emergency. Missed calls are expected to be returned the next business day at the latest.
- C. Maintain regular posted hours of operation at its premises, on its website and on all social media platforms operated, such hours being open to the public at a minimum of four (4) hours, five days per week, either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, public health emergencies, or other unusual occurrences. Notice of all unscheduled closings should be provided to the CITY prior to closing of the facility.
- D. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. Staff shall be kept at a rate consistent with budgeted positions. Vacant positions shall be filled in a timely manner to eliminate any gap in service. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement. All staff shall be appropriately trained on the day to day operations of the CENTER as well as all laws that relate to the CENTER.
- E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds.
- F. Admit animals to the facility on a daily basis, except on those holidays and occurrences when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for Animal Control Officers for after-hours or emergency admissions to the shelter. The following constitutes an

emergency:

- i. Vicious domestic animal or domesticated animal that poses a threat to human life.
 - ii. An animal whose owner law enforcement officials or other government officials have detained and whose welfare depends on being placed into protective custody by animal control.
 - iii. An animal whose life is endangered unless immediate care/assistance is provided.
 - iv. Anytime confirmation is made by medical authority or a law enforcement officer that an animal has bitten a human.
- G. CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes.
- H. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.
- I. Maintain an up to date website with hours of operation and phone number.
- J. Maintain an animal lost and found service.
- K. Maintain appropriate administrative records.
- L. Prepare a monthly administrative report for CITY to be delivered no later than the 10th day of each month which will include the following information on the previous month's activities:
- i. Total number of animals brought in – including when available – the location where the animal came from and identification of the source of the animal;
 - ii. Purpose for which each animal was brought to the facility;
 - iii. Total number of rabies test performed;
 - iv. Number of animals reclaimed by owners – and length of stay;
 - v. Number of animals euthanized;
 - vi. Number of animals remaining at shelter; and
 - vii. Record of all monetary transactions.

In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY as well as a presentation to the Board of Mayor and Aldermen at the end of the third quarter of the fiscal year on the operations of the CENTER.

- M. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and

aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian treatment, charges etc.).

- N. Provide information on animals brought to the shelter to a newspaper of general circulation within city.
- O. Encourage adoption through appropriate news media, including "Pet of the Week" features, stories and interviews.
- P. Provide for the training of assistants to work at the shelter.
- Q. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

SECTION 3. RESPONSIBILITY FOR EXPENSES.

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

- A. CENTER will pay for all food for the animals in the program.
- B. CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.
- C. CENTER will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.
- D. CENTER will perform, and bear the expense for all euthanasia and will assume responsibility for final disposal of animals.
- E. Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.
- F. CENTER will coordinate with the Tennessee Wildlife Resources Agency and other local organizations for the care, relocation, removal and /or disposal of wild animals in the corporate limits of the CITY.
- G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will

then have five (5) additional days for adoption of animals. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately euthanized following the waiting period or upon meeting the requirements of City Ordinance 14-85 be euthanized immediately.

SECTION 4. MAXIMUM PAYMENT.

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed THREE HUNDRED THOUSAND DOLLARS (300,000.00), except as approved by CITY. The payment will be made on July 1, 2022.

SECTION 5. PAYMENT BY CITY.

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

SECTION 6. AUDITS.

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

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

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

SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.

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

SECTION 8. LIABILITY.

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

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

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

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

SECTION 11. CHANGES.

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

SECTION 12. ASSIGNMENT AND SUBLETTING

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

SECTION 13. TERMINATION.

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

SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.

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

SECTION 15. ASSURANCES.

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

SECTION 16. OPERATING INFORMATION.

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

SECTION 17. PROJECT TERM.

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

written.

SECTION 18. MISCELLANEOUS.

This written Agreement represents the entire Agreement of the parties, and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

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

**CITY OF KINGSPORT,
TENNESSEE**

**PETWORKS ANIMAL SERVICES, -
INC.**

Patrick W. Shull
Mayor

Tom Parham
President

ATTEST:

City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

WITNESSETH:

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

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

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

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

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

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.
2. **DESCRIPTION OF THE PROJECT.** SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to SYMPHONY under this Agreement will not exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).

4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2022, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** SYMPHONY prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to

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

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** SYMPHONY will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by SYMPHONY, or its employees or agents.

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

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

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

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

SYMPHONY OF THE MOUNTAINS

SCOTT EDDLEMON
General Manager

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

RODNEY B. ROWLETT, III
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT CHAMBER FOUNDATION, INC.
“MOVE TO KINGSPORT PROGRAM”

THIS AGREEMENT made and entered into as of the 1st day of July, 2022, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "CHAMBER".

WITNESSETH:

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

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

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

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

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

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

I. TERM.

The term for this Agreement is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses

incurred after June 30, 2022.

II. SCOPE OF WORK.

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

and work in Kingsport.

III. MONITORING AND REPORTING REQUIREMENTS.

CHAMBER will provide CITY with quarterly written reports delivered to the Board of Mayor and Aldermen. The report will detail the efforts taken by CHAMBER toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, CHAMBER will assess the impact its efforts have had on residential recruitment, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

- A. CITY will pay CHAMBER TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00) for the term of this agreement for services provided as described in Section II Scope of Work.
- B. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- C. CHAMBER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

- D. CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less

than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

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

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

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

VII. STAFFING.

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

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00)

IX. EXTENSION OF AGREEMENT.

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

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information

requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

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

XII. ASSURANCES.

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

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

XIV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

KINGSPORT CHAMBER FOUNDATION, INC.

MILES BURDINE
Secretary

ATTEST:

JUD TEAGUE
Executive Director, Visit Kingsport

CITY OF KINGSPORT, TENNESSEE

ATTEST:

City Recorder

PATRICK W. SHULL
Mayor

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT CHAMBER FOUNDATION
“SMALL BUSINESS DEVELOPMENT
AND ENTREPRENEURSHIP PROGRAM

THIS AGREEMENT made and entered into as of the 1st day of July, 2022, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "FOUNDATION".

W I T N E S S E T H:

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

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

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

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

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

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

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

I. TERM.

The term for this Agreement is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.

II. SCOPE OF WORK.

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

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

- Emphasize Ribbon Cuttings / Groundbreakings
- Expand program that helps businesses recruit key employees

III. MONITORING AND REPORTING REQUIREMENTS.

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

IV. COMPENSATION.

- A. CITY will pay FOUNDATION ONE HUNDREDD THOUSAND and NO/100 Dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay the FOUNDATION FORTY-SEVEN THOUSAND DOLLARS and NO/100 (\$50,000) on July 1, 2022 and FORTY-SEVEN THOUSAND DOLLARS and NO/100 (\$50,000) January 1, 2023, provided the agreement is not otherwise terminated.
- C. FOUNDATION will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 (\$25,000-\$50,000) from sources other than CITY to fund the balance of this program. FOUNDATION will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will be provided in a format that is generally compatible with quarterly budget line item reports used by city departments. FOUNDATION will also provide some in kind contributions including work from members of the staff of FOUNDATION to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.
- D. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- E. FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that

includes, but is not limited to:

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

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

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

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

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

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

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

VII. STAFFING.

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

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed ONE HUNDRED THOUSAND and NO/100 Dollars (\$100,000).

IX. EXTENSION OF AGREEMENT.

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

X. OPERATING INFORMATION.

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

XI. CITY-DESIGNATED REPRESENTATIVES.

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

XII. ASSURANCES.

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

XIII. REPORTING.

FOUNDATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

XIV. INDEPENDENT CONTRACTOR. FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create

a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or their employees or agents.

XV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

KINGSPORT CHAMBER FOUNDATION

MILES BURDINE
Secretary

ATTEST:

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

CITY OF KINGSPORT, TENNESSEE

ATTEST:

City Recorder

PATRICK W. SHULL
Mayor

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

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

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

WITNESSETH:

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

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

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

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

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

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

FOUNDATION will work to develop and promote programs designed to promote positive health outcomes and provide information to improve the health for the citizens of Kingsport. FOUNDATION agrees as follows to undertake the following action items and responsibilities:

- A. Work in coordination with the City Leisure Service Departments to promote recreational activities.

- B. Create programming that focuses on healthy initiatives that can be done year round.
 - C. Produce events located in different areas throughout the entire City Limits that reflect FOUNDATION initiatives.
 - D. Work with the Kingsport City School system to create programming centered on a healthy lifestyle including but not limited to smoking prevention, substance abuse, underage drinking, nutrition, and exercise.
 - E. Maintain a website with up to date information on topics to general health and wellbeing as well as event and partner opportunities.
 - F. Coordinate Marketing/Promotions with CITY public information staff.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY THOUSAND DOLLARS (\$40,000).
4. **REQUEST FOR REIMBURSEMENT.** FOUNDATION will bill CITY for payment of funds after July 1, 2022, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.

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

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

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

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

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

KINGSPORT CHAMBER FOUNDATION

MILES BURDINE
Secretary

ATTEST:

By: _____

Director, Healthy Kingsport

CITY OF KINGSPORT

PATRICK W. SHULL
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM;

RODNEY B. ROWLETT, III
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSFORT, TENNESSEE
AND
BRANCH HOUSE FAMILY JUSTICE CENTER
“BRANCH HOUSE”

THIS AGREEMENT made and entered into as of this 1st day of July, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the Branch House Family Justice Center, hereinafter called "BRANCH HOUSE".

W I T N E S S E T H:

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

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

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

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

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

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

BRANCH HOUSE agrees to coordinate free services for survivors and provides assistance for meeting immediate and long-term needs, including medical and legal assistance. On-site services include representatives from local agencies that have been specially trained to provide assistance to people who have experienced domestic or sexual violence.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to BRANCH HOUSE under this Agreement will not exceed TWENTY FIVE THOUSAND DOLLARS and NO/100 (\$25,000).
4. **REQUEST FOR REIMBURSEMENT.** BRANCH HOUSE will bill CITY for payment of funds after July 1, 2022, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** BRANC HOUSE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
 - (D) A listing of revenue sources detailing what percent of the total operating budget they cover

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

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

by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** BRANCH HOUSE will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, BRANCH HOUSE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY FIVE THOUSAND DOLLARS and NO/100 (\$25,000).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** BRANCH HOUSE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** BRANCH HOUSE hereby assures CITY that BRANCH HOUSE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** BRANCH HOUSE will provide any relevant information requested by CITY concerning BRANCH HOUSE's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and BRANCH HOUSE have previously agreed that the project term for this contract is from July 1, 2022 to June 30, 2023. Accordingly, funds allocated by CITY to BRANCH HOUSE can be used to reimburse BRANCH HOUSE for eligible project expenses beginning on July 1, 2022. In no event will CITY participate in project expenses incurred after June 30, 2023.
15. **REPORTING.** BRANCH HOUSE will submit to the Board of Mayor and Aldermen a quarterly report setting out how funds allocated by CITY to BRANCH HOUSE assist in carrying out the purpose of the project as described under the terms of this Agreement. The report shall be transmitted to the Board of Mayor and Aldermen.
16. **INDEPENDENT CONTRACTOR.** BRANCH HOUSE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. BRANCH HOUSE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither BRANCH HOUSE nor its employees will,

under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by BRANCH HOUSE, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

BRANCH HOUSE

DEB RICHMOND
Executive Director

CITY OF KINGSFORT

PATRICK W. SHULL
Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

RODNEY B. ROWLETT, III
City Attorney