



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, June 6, 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

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

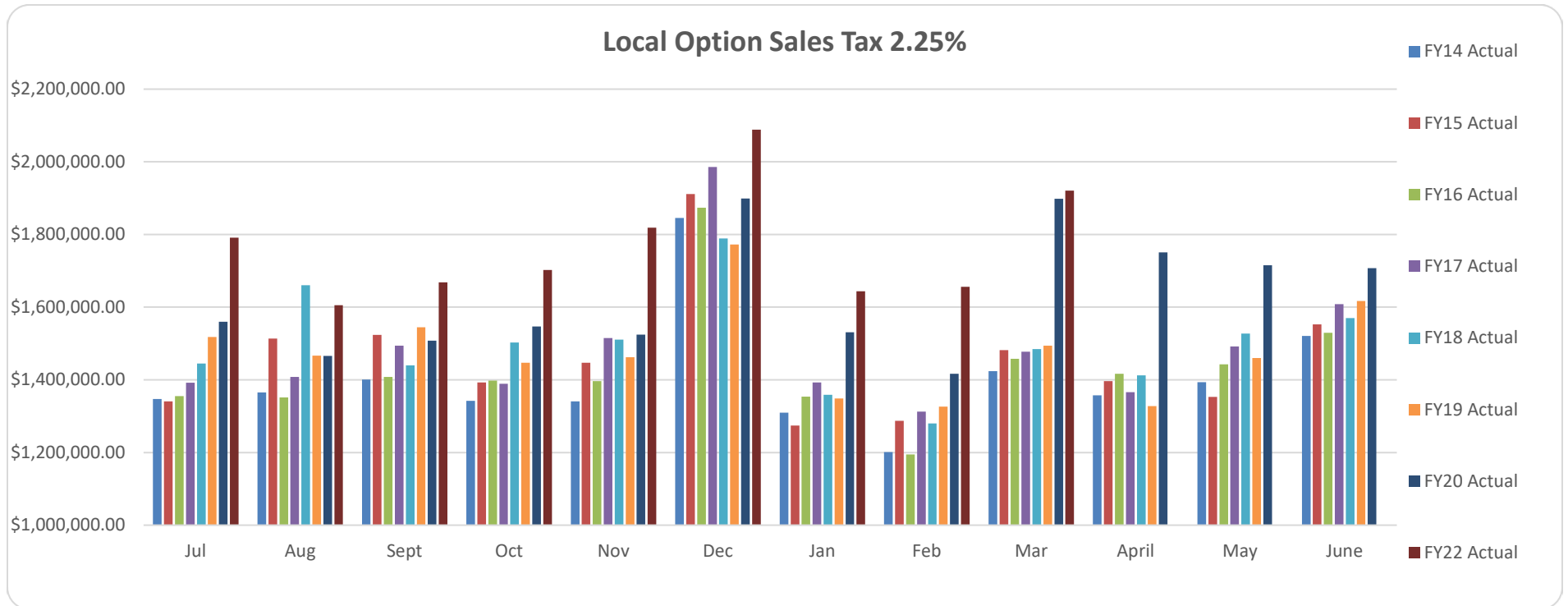
1. Call to Order
2. Roll Call
3. Brickyard Park Update – John Rose
4. Main Street Update – Michael Thompson
5. Review of items on June 7, 2022 Business Meeting Agenda
6. Adjourn

Next Work Session, Monday, June 20, 2022, 4:30 p.m.

Local Option Sales Tax 2.25%

March 2022

	FY15 Actual	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY22 Original Budget	Over/Under FY22 Budget	% Over/Under FY22 Budget	Over/Under FY21 Actual	% Over/Under FY21 Actual
July	\$1,346,896.00	\$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%	\$231,427.94	14.83%
August	\$1,365,262.00	\$1,513,366.00	\$1,351,703.00	\$1,408,119.00	\$1,660,189.01	\$1,466,245.18	\$1,466,134.09	\$1,605,188.64	\$1,605,188.00	\$0.64	0.00%	\$139,054.55	9.48%
September	\$1,401,016.99	\$1,523,474.00	\$1,407,707.00	\$1,493,952.00	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,668,359.84	\$1,668,359.00	\$0.84	0.00%	\$160,237.05	10.62%
October	\$1,342,308.00	\$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%	\$155,949.69	10.08%
November	\$1,340,457.40	\$1,446,687.00	\$1,396,643.00	\$1,515,210.00	\$1,510,894.40	\$1,462,498.19	\$1,524,485.85	\$1,818,738.26	\$1,818,738.00	\$0.26	0.00%	\$294,252.41	19.30%
December	\$1,845,794.00	\$1,911,650.00	\$1,873,531.00	\$1,985,600.00	\$1,788,766.43	\$1,772,436.98	\$1,898,886.33	\$2,088,757.00	\$2,088,757.00	\$0.00	0.00%	\$189,870.68	10.00%
January	\$1,309,305.00	\$1,274,292.00	\$1,353,575.00	\$1,392,917.41	\$1,358,902.17	\$1,348,871.68	\$1,530,774.86	\$1,643,547.05	\$1,530,700.00	\$112,847.05	7.37%	\$112,772.19	7.37%
February	\$1,201,182.00	\$1,287,536.00	\$1,194,890.00	\$1,312,713.00	\$1,280,154.07	\$1,326,132.88	\$1,416,746.27	\$1,656,365.50	\$1,416,700.00	\$239,665.50	16.92%	\$239,619.23	16.91%
March	\$1,424,090.00	\$1,481,645.00	\$1,457,518.00	\$1,477,699.20	\$1,484,980.00	\$1,493,996.41	\$1,898,355.80	\$1,920,619.39	\$1,811,830.00	\$108,789.39	6.00%	\$22,263.59	1.17%
April	\$1,357,635.00	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66	\$1,750,965.28		\$1,750,965.00				
May	\$1,393,582.00	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.28	\$1,715,204.91		\$1,715,204.00				
June	\$1,520,599.00	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10	\$1,707,660.22		\$1,707,660.00				
Total	\$16,848,127.39	\$17,474,902.41	\$17,177,048.93	\$17,834,084.88	\$17,982,773.35	\$17,784,091.26	\$19,523,926.50	\$15,895,543.42	\$20,608,068.00	\$461,304.42	3.37%	\$1,545,447.33	11.09%



City of Kingsport

June 7, 2022

Project Status in Pictures

1 Scott Adams Memorial Skatepark

GRC is working on placing the pavers in front of the restroom building and have finished installing the building.

3 Paving - East Lynn Garden

In house city paving crews are working in East Lynn Garden around Melvin Street.

5 Swinging Bridge

The new tension wire has been pulled and new chain fencing will be installed next.

2 J Fred Johnson Stadium Lights

Crews are currently removing the existing light fixtures to replace them with new fixtures.

4 Playground - Lynn View

The shade structure has been installed near the playground at Lynn View Community Center.



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	Lighting equipment has been delivered. Installation of new lighting equipment began on the pole behind the visitor's bleachers.
\$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
\$188,900.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	6/18/2022	The new carpentry and tension wire work is complete. The demolition of the old chainlink fence is complete. Remaining work includes the new chainlink fence.
\$49,810.00	Shirley Buchanan	Renaissance Center - Wood Shop Dust Collection System	Installation of new dust collection system at the Renaissance Center.	6/11/2022	Work is complete except the installation of the new louvre door.
	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)		Sitework continues.
	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	All concrete placed.
	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.

Status Updates on Active Projects sorted by Completion Date

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, June 7, 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
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Adrienne Batara, Public Relations Director

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 – New Vision Youth

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

III.A ROLL CALL

IV.A RECOGNITIONS & 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

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

2. Appointment to the Gateway Review Commission (AF:163-2022) (Mayor Sull)
 - Appointment
3. Appointments to the Public Art Committee (AF:164-2022) (Mayor Shull)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – May 16, 2022
2. Business Meeting – May 17, 2022

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Consideration of an Ordinance to Vacate a Portion of Jared Drive (AF:158-2022) (Ken Weems)
 - Hold Public Hearing
 - Ordinance
2. An Ordinance Abandoning a 15' Wide Sanitary Sewer Easement (AF:159-2022) (Savannah Garland)
 - Hold Public Hearing
 - Ordinance
3. Public Hearing and Consideration of an Ordinance to Adopt the FY 2022-2023 Budget (AF:166-2022) (Chris McCartt)
 - Hold Public Hearing
 - Ordinance
4. Public Hearing and Consideration of an Ordinance to Adopt the FY 2022-2023 Water Fund Budget (AF:167-2022) (Ryan McReynolds)
 - Hold Public Hearing
 - Ordinance
5. Public Hearing and Consideration of an Ordinance to Adopt the FY 22-23 Sewer Fund Budget (AF:168-2022) (Ryan McReynolds)
 - Hold Public Hearing
 - Ordinance

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 an Ordinance to Adopt the FY 2022-2023 Metropolitan Planning Project Grant Fund Budget (AF:169-2022) (Chris McCartt)
 - Ordinance – First Reading

2. Consideration of an Ordinance to Adopt the FY 2022-2023 Community Development Block Grant Fund Budget (AF:170-2022) (Chris McCartt)
 - Ordinance – First Reading
3. 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 – First Reading
4. Consideration of an Ordinance to Adopt the FY 22-23 Schools Special Projects Grant Fund Budget (AF:172-2022) (Chris McCartt)
 - Ordinance – First Reading
5. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:173-2022) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. An Ordinance to Amend the FY 2022 the General Purpose School Fund and the General Project Fund Budgets (AF:137-2022) (David Frye)
 - Ordinance – Second Reading and Final Adoption
2. An Ordinance to Amend the FY 2022 Schools Federal Projects Fund Budget (AF:138-2022) (David Frye)
 - Ordinance – Second Reading and Final Adoption
3. An Ordinance to Amend the FY 2022 School Special Projects Fund Budget (AF:139-2022) (David Frye)
 - Ordinance – Second Reading and Final Adoption
4. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:143-2022) (Chris McCartt)
 - Ordinance - Second Reading and Final Adoption

D. OTHER BUSINESS

1. A Resolution Authorizing the Mayor to Execute a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF:160-2022) (Ryan McReynolds)
 - Resolution
2. A Resolution to Amend the Professional Services Agreement with Gresham, Smith, & Partners for Engineering Design Services for the Wastewater Storage Facility Project (AF:157-2022) (Ryan McReynolds)
 - Resolution
3. A Resolution Authorizing an Agreement with Barge Design to Complete Wastewater Treatment Plant Master Plan (AF:161-2022) (Ryan McReynolds)
 - 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 Execute an Interlocal Agreement with Sullivan County for its Sullivan County Emergency Management Agency (AF:141-2022) (Chief Boyd)
 - Resolution
2. A Resolution to Reject the Bids for the North Eastman Road Bridge over Lincoln Street Repair Project (AF:156-2022) (Ryan McReynolds)
 - Resolution
3. A Resolution Authorizing the Mayor to Sign 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)
 - Resolution
4. A Resolution Approving the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement and Authorizing the Director of Human Resources to Electronically Execute the Agreement (AF:174-2022) (Tyra Copas)
 - Resolution
5. A Resolution Authorizing the City of Kingsport to Participate in a Low Income Household Water Assistance Program with Upper East Tennessee Human Development Agency (AF:176-2022) (Lisa Winkle)
 - 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 the Board of Zoning Appeals

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

Action Form No.: AF-162-2022
 Work Session: June 6, 2022
 First Reading: N/A

Final Adoption: June 7, 2022
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to appoint Wesley Combs to the Board of Zoning Appeals to fulfill the unexpired term of Jeff Little. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three (3) years with no term limit. The board is comprised of five (5) members who are residents of Kingsport and may also be members of the Planning Commission.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Bill Sumner	12/31/24	4	KPT Resident
Tracey Childress Cleek	12/31/22	1	KPT Resident
Joe White	12/31/22	1	KPT Resident
Calvin Clifton	12/31/23	2	KPT Resident
Jeff Little	12/31/23	2	KPT Resident

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Bill Sumner	12/31/24	4	KPT Resident
Tracey Childress Cleek	12/31/22	1	KPT Resident
Joe White	12/31/22	1	KPT Resident
Calvin Clifton	12/31/23	2	KPT Resident
Wesley Combs	12/31/23	fulfill unexpired term	KPT Resident

Attachments:

1. Wesley Combs Bio

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

Wesley Combs

Wesley Combs attended ETSU where he received a BS in Computer Science and later attended UT where he received his MBA in Healthcare Leadership. He has 20+ years of business, technology, and healthcare experience in Kingsport.

Combs and his wife, Rebecca have 2 daughters, Lylah, and Eleanor.



AGENDA ACTION FORM

Appointment to the Gateway Review Commission

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

Action Form No.: AF-163-2022
 Work Session: June 6, 2022
 First Reading: N/A

Final Adoption: June 7, 2022
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to appoint Daniel Duncan to the Gateway Review Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five (5) years with no term limit. The board is comprised of seven (7) members; BMA representative (Alderman Cooper), Director of Planning (Ken Weems), one in private business, one from educational or research institution, one architect and two at-large residents of Kingsport.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
John Perdue	3/31/24	2	At-large
Terry Cox	2/28/26	1	Architect
Christie Gott	2/28/26	1	Educational Inst.
Curtis Montgomery	6/30/27	1	Private Business
Debra Bridwell	6/30/22	3	At-large

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
John Perdue	3/31/24	2	At-large
Terry Cox	2/28/26	1	Architect
Christie Gott	2/28/26	1	Educational Inst.
Curtis Montgomery	6/30/27	1	Private Business
Daniel Duncan	6/30/27	1	At-large

Attachments:

1. Daniel Duncan Bio

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

Daniel Duncan

Daniel Duncan is a graduate of Sullivan Central High School. He earned his undergraduate degree from Tennessee Technological University and MBA degree from East Tennessee State University. He has worked at Eastman Chemical Company for over 27 years in various roles and is currently serving as a Real Estate Manager.

Daniel enjoys pickleball, hiking, and beach trips. He lives in Kingsport with his wife, Carolyn. They have a daughter, Taylor and a son, Tyler.



AGENDA ACTION FORM

Appointments to the Public Art Committee

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

Action Form No.: AF-164-2022
Work Session: June 6, 2022
First Reading: N/A

Final Adoption: June 7, 2022
Staff Work By: Mayor Shull
Presentation By: Mayor Shull

Recommendation:

Approve the appointment.

Executive Summary:

It is recommended to make the following appointments to the Public Art Committee:

- Appoint Jim Begley to fulfill the unexpired term of Suzanne Barrett Justis
- Appoint George Chamoun to fulfill the unexpired term of Lynn James
- Reappoint Brad Hoover and Joe Zoeller

If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three (3) years with no term limit. The board is comprised of seven (7) appointed members who may be considered from the Arts Council of Greater Kingsport, Downtown Kingsport Assoc., Parks & Recreation Advisory Committee and at-large community members.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Suzanne Barrett Justis	7/31/23	1	At-large
Deborah Mullins	7/31/24	1	At-large
Joshua Reid	7/31/24	2	At-large
Brad Hoover	7/31/22	4	Parks & Rec. Rep.
Lynn James	7/31/23	1	At-large
Joe Zoeller	7/31/22	1	Art Organization Rep.
Jennifer Adler	7/31/24	1	At-large

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Jim Begley	7/31/23	Fulfill unexpired term	At-large
Deborah Mullins	7/31/24	1	At-large
Joshua Reid	7/31/24	2	At-large
Brad Hoover	7/31/25	5	Parks & Rec. Rep.
George Chamoun	7/31/23	Fulfill unexpired term	At-large
Joe Zoeller	7/31/25	2	Art Organization Rep.
Jennifer Adler	7/31/24	1	At-large

Attachments:

1. Jim Begley Bio
2. George Chamoun Bio

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

Jim Begley

My name is Jim Begley and I have lived in Kingsport all of my life. I was in the first graduating class of Sullivan North HS, I attended The University of Tennessee completing the PrePharmacy curriculum before transferring to the Medical University of South Carolina, Charleston for Pharmacy School. I graduated in 1987 and moved back to Kingsport to start working at Marcum's & Moore's Pharmacies. I eventually purchased The Medicine Shoppe Pharmacy in Rogersville from Diana Harshbarger and worked there for 24 years until I sold out to CVS 4 years ago this month. While working in Rogersville, I was president of the Rogersville Arts Council. I now serve as president of Engage Kingsport serving to help promote art and artists in our community through the Office of Cultural Arts. I have always had a passion of the arts and enjoy painting in watercolor, oil, acrylic and especially pastel. As an officer in EK, I feel it would be beneficial to the art community to serve on PAC as a liaison. I hope you will consider my presence beneficial.

Thanks,

Jim Begley

George C. Chamoun

George Chamoun has lived in four countries and five states. George has lived in Northeast Tennessee and been employed by Eastman since March of 2011 and is currently the Business Process Excellence Manager for the company's Specialty Plastics business.

George's education includes Bachelor, Master and Doctoral degrees in Engineering from the University of Southern California, and a Master of Business Administration from the University of North Carolina at Chapel Hill. He is also a licensed Professional Engineer.

George was recognized in 2021 by Business Equality Pride Magazine as one of their 40 LGBTQ Leaders Under 40. In 2018, a front-page Johnson City Press article ([link](#)) described George as an adventurer that aims to promote acceptance and inclusion. He founded and became the Vice President of the 510(c)(3) non-profit organization 'TriPride TN' in 2017. George served as the lead for Eastman's Employee Resource Group, 'Equality,' for two years. Equality's mission is to make Eastman a more inclusive and welcoming workplace for LGBT employees.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, May 16, 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
J. Michael Billingsley, City Attorney
Bart Rowlett, Assistant 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. **NEIGHBORHOOD COMMISSION REPORT.** Alanna Leonberg, Chair, gave an update on the recent activities and goals of this group and answered questions from the board.
4. **ECONOMIC DEVELOPMENT HUB.** Dennis Phillips, CEO, provided information on this item, noting this is an excellent opportunity for the private sector and government to work together to benefit eight counties. He pointed out it has been discussed many times before but was never realized or put into action until now. Will Barrett offered more details on what regionalism looks like and the strategies and priorities to make this successful. Mark Cox talked about growth rates, capital employment and economies of scale, noting Eastman is pleased to be a member of the community and supports this endeavor. Steve Darden stated he was also pleased to be a part of the team and proud to provide legal services to the Hub.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, May 16, 2022**

5. REVIEW OF AGENDA ITEMS ON THE MAY 17, 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.

IV.B.1 Appointment to the Gateway Review Commission (AF: 122-2022). Mayor Shull noted that Debra Bridwell will be rolling off soon and is not renewing her term, so there will be another vacancy to fill in the near future.

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

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, May 17, 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
J. Michael Billingsley, 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: Retired Pastor Jack Edwards, United Methodist Churches.

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

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Keep Kingsport Beautiful Awards: Sharon Hayes
2. Public Works Week May 15-21 - Michael Thompson, Steve Leonard, Rodney Dye, David Ramey, Rob Johnson (Alderman Phillips)
3. Chamber of Commerce Day May 22 Proclamation - Ramona Jackson, Miles Burdine, Bob Feagins, Nicole Austin, Stephanie Hernandez (Mayor Shull)
4. City Attorney Mike Billingsley for His Years of Service (Chris McCartt)

IV.B. APPOINTMENTS/REAPPOINTMENTS.

1. **Appointment to the Gateway Review Commission** (AF: 122-2022) (Mayor Shull).

Motion/Second: Olterman/Phillips, to approve:

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

Passed: All present voting "aye" except for Montgomery who abstained.

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2. Reappointment to the Historic Zoning Commission (AF: 124-2022)
(Mayor Shull).

Motion/Second: George/Olterman, to approve;
REAPPOINTMENT OF DINEEN WEST TO SERVE ANOTHER FIVE-YEAR TERM ON
THE **HISTORIC ZONING COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING
ON JUNE 30, 2027.

Passed: All present voting “aye.”

3. Appointment to the Kingsport Economic Development Board (AF:
131-2022) (Mayor Shull).

Motion/Second: George/Olterman, to approve;
APPOINTMENT OF PAT BREEDING TO SERVE A TERM ON THE **ECONOMIC
DEVELOPMENT** BOARD FULFILLING THE UNEXPIRED TERM OF LARRY ESTEPP
EFFECTIVE IMMEDIATELY AND EXPIRING JANUARY 1, 2026.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

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

- A. May 2, 2022 Regular Work Session
- B. May 3, 2022 Regular Business Meeting
- C. May 9, 2022 Budget Work Session
- D. May 12, 2022 Budget Work Session

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

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

Motion/Second: George/Olterman, to pass:
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 first reading: All present voting “aye.”

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

Motion/Second: Duncan/Phillips, to pass:

AN ORDINANCE TO AMEND THE FY 2022 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO AMEND THE FY 2022 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Olterman/George, 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. Vacate a Portion of Legion Drive and Midland Drive Right-of-Way (AF: 98-2022) (Savannah Garland).

Motion/Second: Montgomery/Olterman, to pass:

ORDINANCE NO. 7010, AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY ALONG LEGION DRIVE AND MIDLAND DRIVE SITUATED IN THE CITY OF KINGSFORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; 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 Zoning of Sullivan County Tax Parcel ID 076 001.00 Located Off Princeton Road, New Moore Road and Sullivan Gardens Parkway from B-4P (Planned Business District) to MX (Mixed Use District) (AF: 116-2022) (Ken Weems).

Motion/Second: Phillips/Duncan, to pass:

ORDINANCE NO. 7011, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG PRINCETON ROAD, NEW MOORE ROAD, AND SULLIVAN GARDENS PARKWAY FROM B-4P, PLANNED

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BUSINESS DISTRICT TO MX, MIXED-USE DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Amend Zoning of Parcels 2, 3, 4, 5, 6, 7, 21 and a Portion of Parcel 2.10 Located off Beartown Road and Deneen Lane from A-1 (Agricultural District), P-1 (Professional Offices District), R-3 (Low Density Apartment District) and R-1B (Residential District) to the M-2 (General Manufacturing District) (AF: 117-2022) (Ken Weems)

Motion/Second: George/Montgomery, to pass:

ORDINANCE NO. 7012, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BEARTOWN ROAD AND DENEEN LANE FROM THE R-1B, P-1, A-1, AND R-3 DISTRICTS TO THE M-2, GENERAL MANUFACTURING DISTRICT IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Award for Proposal for Selected Services at Kingsport Construction & Demolition Landfill to West Stone Industries (AF: 120-2022) (Ryan McReynolds).

Motion/Second: Duncan/Olterman, to pass:

Resolution No. 2022-233, A RESOLUTION AWARDING THE PROPOSAL FOR SELECTED SERVICES AT THE KINGSFORT CONSTRUCTION AND DEMOLITION LANDFILL TO WEST STONE INDUSTRIES AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

2. Approval of Offer for Easement and Right-of-Way for the Reservoir Road Storm Water Improvements Project (AF: 125-2022) (Ryan McReynolds)

Motion/Second: Montgomery/Olterman, to approve:

CONSIDERATION OF AN APPROVAL OF OFFER FOR EASEMENT AND RIGHT-OF-WAY FOR THE RESERVOIR ROAD STORM WATER IMPROVEMENTS PROJECT

Passed: All present voting “aye.”

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3. Approval of Offer for Easement and Right-of-Way for the Stage Road Storm Waterline Project (AF: 126-2022) (Ryan McReynolds).

Motion/Second: Phillips/Cooper, to approve:

CONSIDERATION OF AN APPROVAL OF OFFER FOR EASEMENT AND RIGHT-OF-WAY FOR THE STAGE ROAD WATERLINE PROJECT

Passed: All present voting “aye.”

4. Bid Award for Purchase of Asphalt for FY23 (AF: 132-2022) (Ryan McReynolds).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2022-234, A RESOLUTION AWARDED THE BIDS FOR THE PURCHASE OF ASPHALT TO SUMMERS-TAYLOR, PAVE-WELL PAVING COMPANY, INC., AND W-L CONSTRUCTION AND PAVING COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

5. Bid Award for Purchase of Concrete for FY23 to Summers-Taylor and Ready Mix USA (AF: 133-2022) (Ryan McReynolds).

Motion/Second: George/Olterman, to pass:

Resolution No. 2022-235, A RESOLUTION AWARDED THE BIDS FOR THE PURCHASE OF CONCRETE TO SUMMERS-TAYLOR AND READY MIX USA AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

6. Bid Award for Purchase of Crushed Stone for FY23 to Vulcan Construction Materials, LP and Blue Water Industries (AF: 134-2022) (Ryan McReynolds).

Motion/Second: Montgomery/Cooper, to pass:

Resolution No. 2022-236, A RESOLUTION AWARDED THE BIDS FOR THE PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, LP AND BLUE WATER INDUSTRIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE BLANKET PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

7. Bid Award for the Contracted Truck Hauling for FY23 to JTB Construction LLC and Glass Machinery & Excavation (AF: 135-2022) (Ryan McReynolds).

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Motion/Second: Montgomery/Duncan, to pass:

Resolution No. 2022-237, A RESOLUTION AWARDING THE BIDS FOR CONTRACTED TRUCK HAULING FOR FISCAL YEAR 2023 TO JTB CONSTRUCTION, LLC, AND GLASS MACHINERY & EXCAVATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

8. Approve Sourcewell Contract with Verizon Connect NWF, Inc. for GPS Equipment and Services (AF: 142-2022) (Ryan McReynolds/Steve Leonard).

Motion/Second: Duncan/Phillips, to pass:

Resolution No. 2022-238, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO VERIZON CONNECT NWF, INC. FOR GPS EQUIPMENT AND SERVICES UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. K020221 GPS SERVICES FOR USE BY THE FLEET MAINTENANCE DEPARTMENT

Passed: All present voting “aye.”

9. Bid Award for the Purchase of Tire Recapping Services to Southern Tire Mart (AF: 151-2022) (Ryan McReynolds/Steve Leonard).

Motion/Second: Montgomery/Olterman, to pass:

Resolution No. 2022-239, A RESOLUTION AWARDING THE BID FOR TIRE RECAPPING SERVICES TO SOUTHERN TIRE MART AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

10. Approve Change Order No. 1 for the J. Fred Johnson Stadium Lighting Upgrade Project and Authorizing the Mayor to Execute All Documents Necessary (AF: 147-2022) (David Frye).

Motion/Second: George/Olterman, to pass:

Resolution No. 2022-240, A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH KINGSFORT ARMATURE & ELECTRIC COMPANY FOR THE J. FRED JOHNSON STADIUM LIGHTING UPGRADE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting “aye.”

11. Approve Addendum No. 7 to the ESS South Central, LLC Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF: 148-2022) (David Frye).

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Motion/Second: Montgomery/Phillips, to pass:

Resolution No. 2022-241, A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC FOR KINGSFORT CITY SCHOOLS AND 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.”

12. Accept Donation of AWE Early Literacy Computer for the Kingsport Public Library (AF: 146-2022) (Michael Borders).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2022-242, A RESOLUTION ACCEPTING A DONATION OF AN AWE EARLY LITERACY COMPUTER FROM THE FRIENDS OF THE KINGSFORT PUBLIC LIBRARY

Passed: All present voting “aye.”

13. Authorize Purchase of Five Dump Trucks Pursuant to Sourcewell Cooperative Purchasing Agreement No. 060920-NAF (AF: 149-2022) (Ryan McReynolds/Steve Leonard).

Motion/Second: George/Olterman, to pass:

Resolution No. 2022-243, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO VELOCITY TRUCK CENTER THROUGH NATIONAL AUTO FLEET GROUP UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 060920-NAF FOR 5 DUMP TRUCKS FOR THE PUBLIC WORKS GROUNDS MAINTENANCE AND THE WATER AND WASTE WATER MAINTENANCE DEPARTMENTS

Passed: All present voting “aye.”

14. Authorize the Mayor to Execute a Notice of Approval Pursuant to Notice of Land Use Restrictions (AF: 155-2022) (Mike Billingsley).

Motion/Second: Montgomery/George, to pass:

Resolution No. 2022-244, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF NOTICE OF APPROVAL PURSUANT TO NOTICE OF LAND USE RESTRICTIONS ON PROPERTY FORMERLY OWNED BY QUEBECOR

Passed: All present voting “aye.”

15. Renew Bid Award for School Crossing Guard Services and Authorize the Mayor to Sign All Applicable Documents (AF: 152-2022) (Chief Phipps).

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Motion/Second: Duncan/George, to pass:

Resolution No. 2022-245, A RESOLUTION AMENDING THE AGREEMENT FOR SCHOOL CROSSING GUARDS WITH CROSS SAFE AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

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

Motion/Second: George/Olterman, to adopt:

1. Extend Bid Award for School Nutrition Services Chicken Commodity Processing to Tyson Prepared Foods for FY23 and Authorize the Mayor to Sign All Documents Necessary (AF: 127-2022) (David Frye).

Pass:

Resolution No. 2022-246, A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH TYSON PREPARED FOODS FOR SCHOOL NUTRITION SERVICES COMMODITY CHICKEN AND BEEF PROCESSED ITEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

2. Extend Bid Award for School Nutrition Services Produce Items to Crook Brothers for FY23 and Authorize the Mayor to Sign All Documents Necessary (AF: 128-2022) (David Frye).

Pass:

Resolution No. 2022-247, A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH CROOK BROTHERS FOR PRODUCE ITEMS FOR USE BY KINGSFORT SCHOOL NUTRITION SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

3. Amendment to Agreement with Gordon Food Service for Grocery and Beverage Items to Extend the Award for FY23 (AF: 129-2022) (David Frye).

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Pass:

Resolution No. 2022-248, A RESOLUTION EXTENDING THE AWARD OF BID FOR SCHOOL NUTRITION GROCERY AND BEVERAGE ITEMS TO GORDON FOOD SERVICE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

4. Accept Grant from Battelle Memorial Institute for Kingsport City Schools and Authorize the Mayor to Sign All Documents Necessary (AF: 130-2022) (David Frye).

Pass:

Resolution No. 2022-249, A RESOLUTION ACCEPTING A GRANT FROM BATTELLE MEMORIAL INSTITUTE FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND ALL 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."

5. Accept Grant from Eastman Foundation for Kingsport City Schools (AF: 144-2022) (David Frye).

Pass:

Resolution No. 2022-250, A RESOLUTION ACCEPTING A GRANT FROM EASTMAN FOUNDATION FOR KINGSPORT CITY SCHOOLS

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

6. Extend Bid Award for School Nutrition Services Chicken Commodity Processing to Gold Creek Foods for FY23 and Authorize the Mayor to Sign All Documents Necessary (AF: 153-2022) (David Frye).

Pass:

Resolution No. 2022-251, A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH GOLD CREEK FOODS FOR SCHOOL NUTRITION SERVICES COMMODITY CHICKEN PROCESSED ITEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

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7. Authorize the Mayor to Execute an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF: 140-2022) (Ryan McReynolds).

Pass:

Resolution No. 2022-252, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE COLLECTION SERVICES TO THE TOWN OF MOUNT CARMEL, TENNESSEE

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

8. Execute Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library (AF: 145-2022) (Michael Borders).

Pass:

Resolution No. 2022-253, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2022-2023

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

9. Authorize the Mayor to Sign the Host Facility Agreement for the 13th Annual World's Largest Swim Lesson (AF: 150-2022) (Michael Borders).

Pass:

Resolution No. 2022-254, A RESOLUTION APPROVING A HOST FACILITY AGREEMENT WITH THE WORLD WATERPARK ASSOCIATION FOR THE 13TH ANNUAL WORLD'S LARGEST SWIM LESSON 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."

10. Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant (AF: 136-2022) (Chief Phipps).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 17, 2022**

Pass:

Resolution No. 2022-255, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS’ BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

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

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt stated Public Works Day was this Friday from 10:00am to 2:00 pm, noting it’s always a great event and well attended. He spoke about the Police Memorial service last week, stating he appreciated the Chief’s remarks and thanked those who attended. The City Manager recognized the Communications Team, pointing out they put information out on a daily basis and encouraged citizens to get plugged into the website and social media to keep up with what’s going on in Kingsport. Lastly he congratulated Mike Billingsley on his retirement and how he has enjoyed working so many years together. He pointed out they have witnessed many changes and memorable moments and thanked him for his dedication.
- B. MAYOR AND BOARD MEMBERS.** Alderman Duncan congratulated Mr. Billingsley and thanked him for his 29 years of service. He mentioned Visit Kingsport put on a successful Racks by the Tracks event last weekend and downtown loft tours were coming up this weekend. Alderman Cooper noted Thursday was the last day of school and emphasized the many exciting events coming up. She also stated the Archives were in the process of moving from the library to the 5th floor of city hall. Alderman Montgomery congratulated the graduating seniors and those who would be transitioning to a new school building. He also congratulated Mike Billingsley and recognized the police department. Alderman Phillips thanked Mr. Billingsley for his service, pointing out the first time they met was when he appeared in traffic court. He also commented on Racks by the Tracks as well as the budget, noting other cities are facing the same issues. Alderman Olterman thanked Dennis Phillips for stepping up to serve as CEO of the new economic development hub. Vice Mayor George thanked the City Manager and staff for all the information provided on the budget. She also mentioned several upcoming events coming up this summer. She congratulated Mr. Billingsley and mentioned her mother’s 84th birthday was tomorrow. Mayor Shull commented on the police memorial service, stating it was a moving ceremony. He commended the fire fighters who battled holding the American flag with heavy wind that day. He commented on the budget as well and also recognized Bart Rowlett would be stepping up as the City Attorney. He thanked Mr. Billingsley, pointing out he will be missed.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 17, 2022**

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:19 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



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: K. Weems

Recommendation:

- Hold Public Hearing
- 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. Notice of Public Hearing
2. Ordinance
3. Staff Report
4. Road closure signage plan

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	—	—	—

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 Tuesday, June 7th, 2022, to consider the vacating of a portion of Jared Drive right-of-way. The regular business meeting will begin at 7:00 p.m. in the large boardroom located on the third floor of City Hall, at 415 Broad Street, Kingsport, Tennessee.

The property proposed for vacating is generally 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.

All interested persons are invited to attend this meeting and public hearing. A detailed description is on file in the offices of the City Clerk, Kingsport Library, and Chamber of Commerce for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-343-9783.

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, City Clerk
P1T: 05/23/2022

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: _____

Property Information	Jared Drive Vacating		
Address	Jared Drive		
Tax Map, Group, Parcel	N/A		
Civil District	13 th Civil District		
Overlay District	N/A		
Land Use Designation	M-2		
Acres	Section of road to close +/- 2.667		
Applicant Information		Intent	
Name: Eastman Chemical Company Address: P.O box 511 City: Kingsport State: TN Zip Code: 37662 Phone Number: (423) 229-2504		Intent: <i>To vacate existing City right-of-way abutting Eastman Chemical Property.</i>	
Planning Department Recommendation			
(Approve, Deny, or Defer) The Kingsport Planning Division recommends sending a positive recommendation to the BMA. <ul style="list-style-type: none"> Request reviewed by all city departments and County Highway Department. Request reviewed by Utility Providers Request reviewed by TDOT 			
Staff Field Notes and General Comments: <p>The applicant for this request owns the property surrounding the proposal. The requested vacating area consists of 2.667 acres/ 1,500 feet of approximate distance of the existing Jared Drive. There are no property owners with land abutting this proposed closed section other than Eastman Chemical Company. This section of Jared Dr. is all within Kingsport's Urban Growth Boundary and zoned M-2 within the City. A Jared Drive through traffic analysis showed data of 4,300 trips driving through Jared Drive that were not going to or stopping at Eastman. The majority of the through movement traffic is experienced between 7AM – 9AM and 4PM – 6PM (peak periods). A time travel analysis was conducted and found alternative routes would add on an additional 1-5 minutes and 0.7-2.4 miles to an overall trip (dependent on the desired destination). For full context, Eastman Chemical Company is working with the state to close a portion of Jared Drive that is state right-of-way located between the proposed city vacating portion and S. Wilcox Dr (map provided in the report).</p> <p>All Utility providers and the City water/sewer department have reviewed this project and have responded that their needs have been satisfied. AEP and ATMOS energy have secured their needed utility easements.</p>			
Planner:	Garland	Date: 2/24/2022	
Planning Commission Action		Meeting Date:	May 19th, 2022
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

Eastman Road Closures

ADDRESS	Jared Drive
DISTRICT, LAND LOT	Sullivan County
	13th Civil District
OVERLAY DISTRICT	N/A
CURRENT ZONING	M-2
PROPOSED ZONING	No Change
ACRES +/-	2.667
EXISTING USE	Public Road
PROPOSED USE	Eastman rail expansion

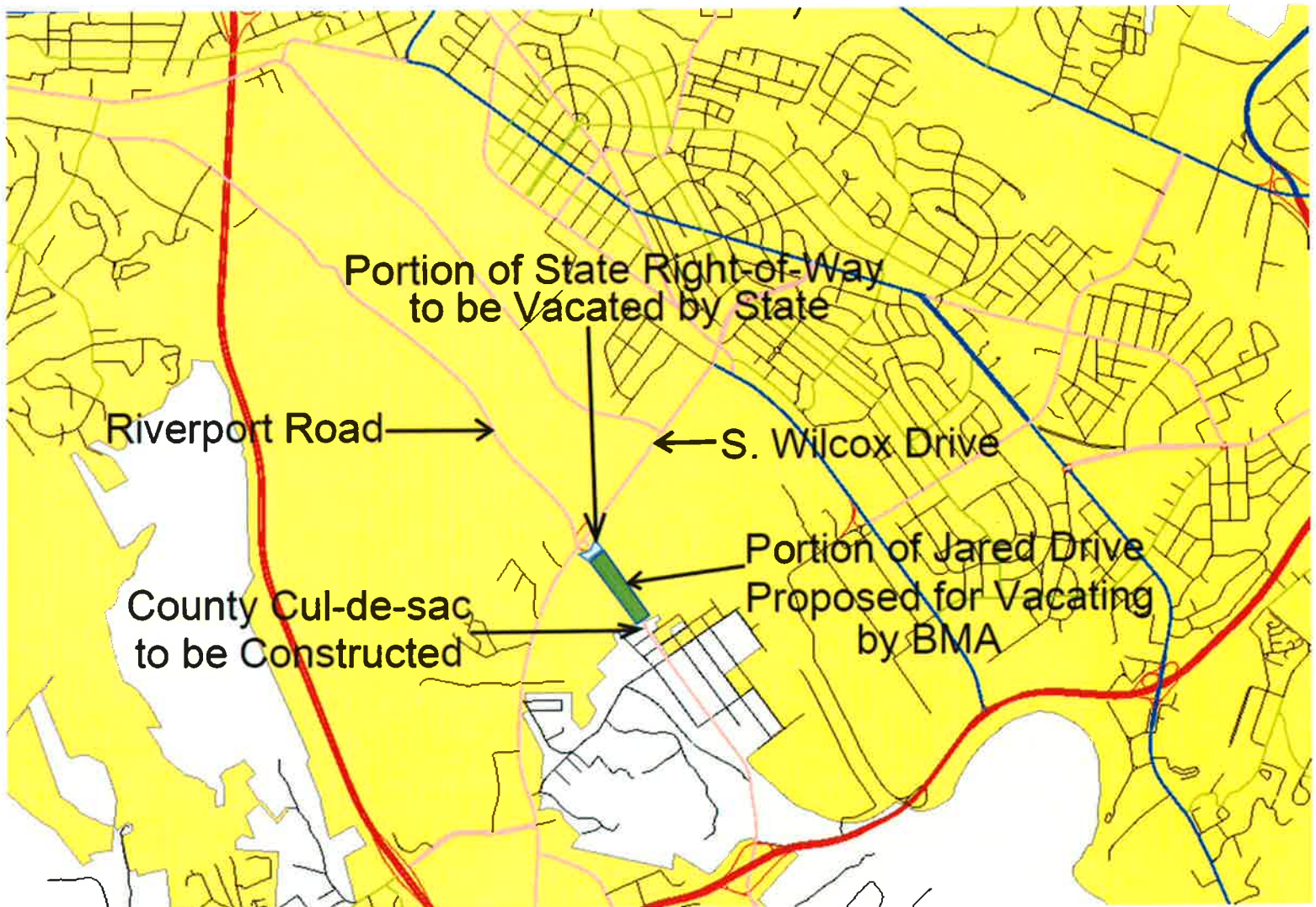




FIGURE 6: JARED DRIVE THROUGH TRAFFIC

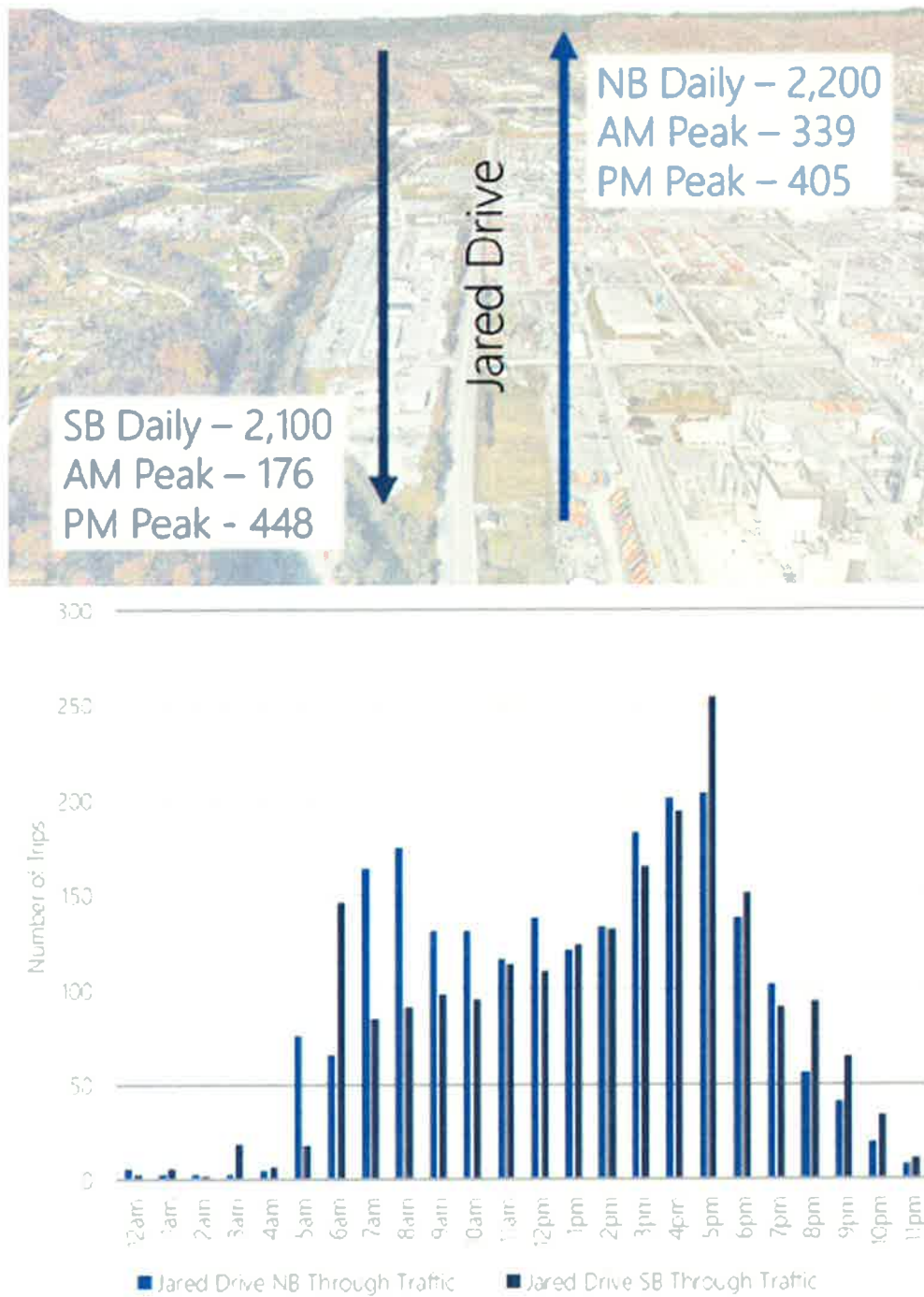


FIGURE 7: JARED DRIVE THROUGH TRIP DISTRIBUTIONS

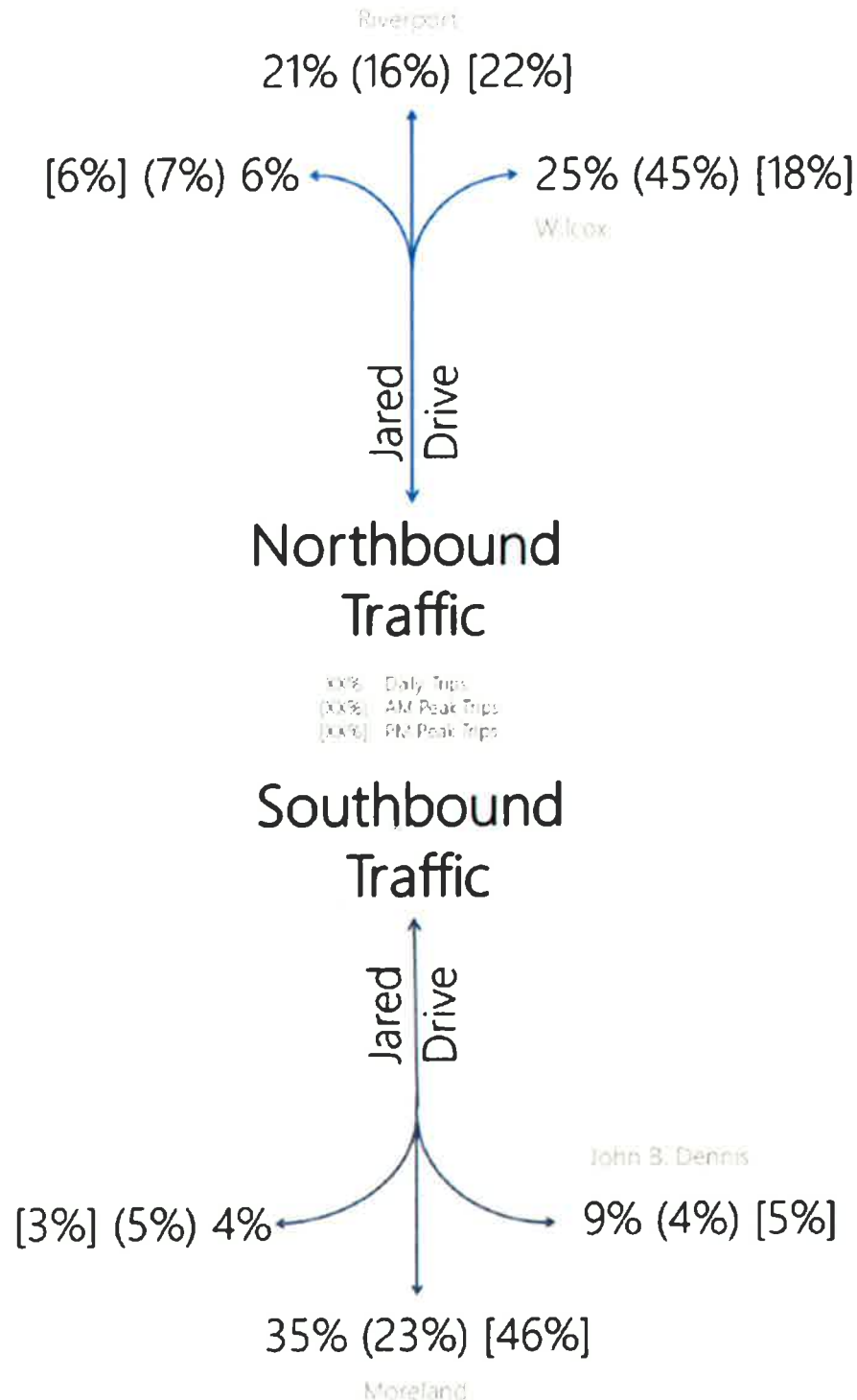


FIGURE 8: TRAVEL TIME COMPARISONS**EXHIBIT A**

<u>TAX MAP</u>	<u>GROUP</u>	<u>PARCEL</u>	<u>STREET ADDRESS</u>
076C	C	021.00	Circle Drive
061O	A	001.00	Jared Drive
061O	A	002.00	Simpson Street
076B	D	020.00	719 S. Eastman Road
076B	C	001.00	1798 Jared Drive
076B	D	001.00	1799 Jared Drive
061J	A	001.00	Jared Drive
061O	B	015.00	1595 Jared Drive
076B	D	013.00	1731 Jared Drive

Survey of the portion of Jared Drive requested for closure is attached.

**PROPOSED RIGHT-OF-WAY ACQUISITION
EASTMAN CHEMICAL COMPANY**

Being a tract of land located in the Thirteenth Civil District of Sullivan County Tennessee, lying on the south side of Wilcox Drive (SR 126) and at the centerline intersection of Jared Drive and Wilcox Drive/South Wilcox Drive (SR 126) (right-of-way Drawing No. 82013-3215-04 Sta. 0+00 to 5+55.0 along Jared Drive), said tract being a portion Jared Drive right-of-way along Jared Drive and being common with Eastman Chemical Company, and being more particularly 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 37 deg. 58 min. 41 sec. East, 1459.81 feet to a point;

Thence, South 63 deg. 04 min. 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. 48 min. 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, 80.00 feet to the point of Beginning.

Containing 319,321 square feet or 7.331 acres as shown on exhibit prepared by Barge Design Solutions, Inc. Bearing File No. 37805-06.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

REGION 1 RIGHT OF WAY OFFICE
P. O. BOX 58
KNOXVILLE, TENNESSEE 37901
(865) 594-2496

JOSEPH GALBATO, III
INTERIM COMMISSIONER

BILL LEE
GOVERNOR

**February 15, 2022
CERTIFIED MAIL**

Mayor Patrick W. Shull
225 W Center St.
Kingsport, TN 37650

Subject: Sale of State Owned Real Property @ Fair Market Value
Req. No. 7018
County: Sullivan
Project No: FAS-68A(2), 82013-2208-04
Tract No: 1, 2, 3, 4
Requestor: Eastman Chemical Company

Pursuant to TCA 12-2-112, the Tennessee Department of Transportation has been requested to dispose of State owned real property located in Sullivan County. (See attached map) It is the Department's practice to notify any local agency that may be impacted by a sale of surplus property. This memo serves as notification of disposal, and you should contact this office if you have any objections to the proposed disposal.

In the event this office has not been contacted by March 7, 2022, the Department will take the necessary steps to follow this transaction.

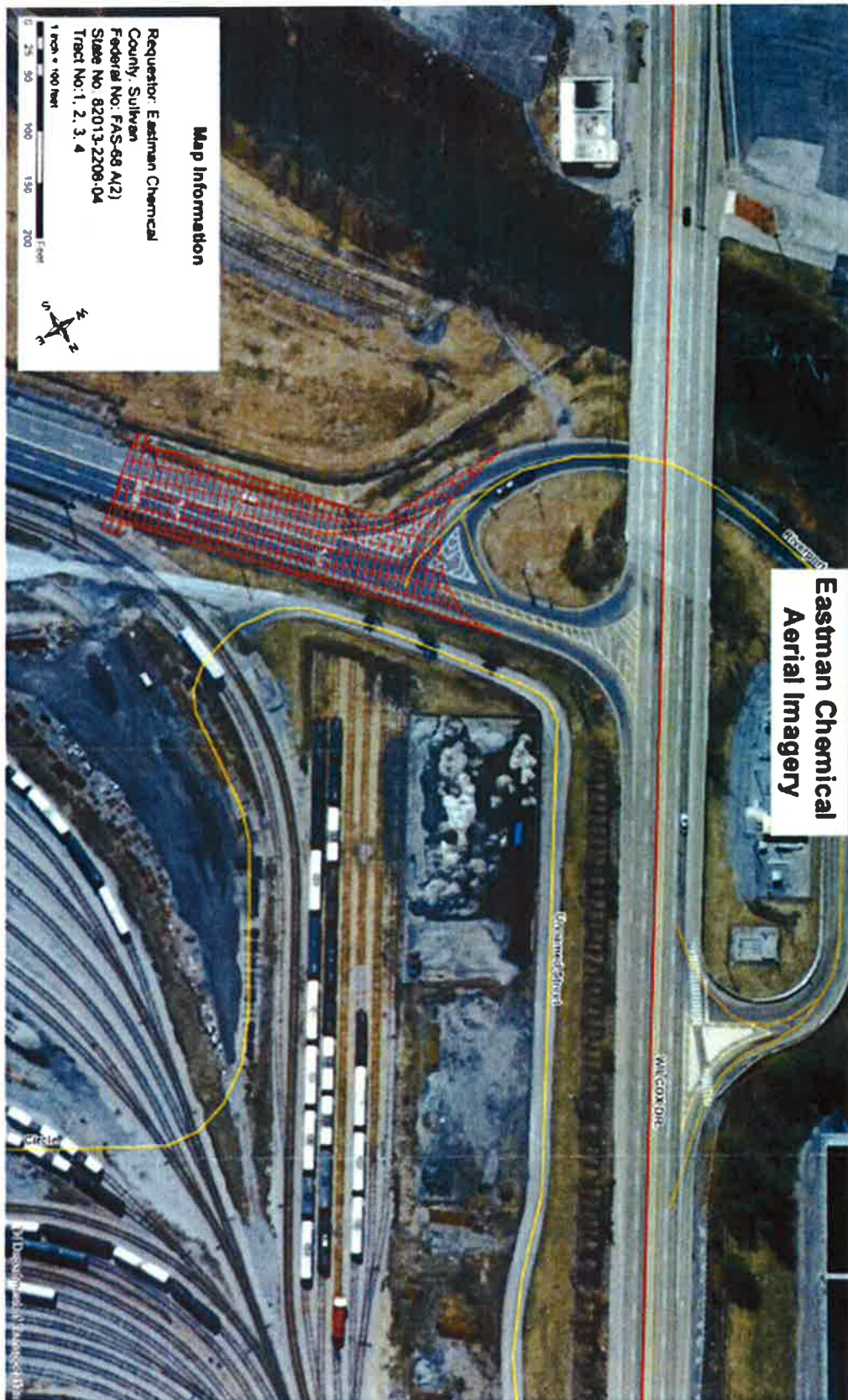
If you have any questions or need additional information regarding this matter, please contact me at 865-594-2658 or whitney.majors@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Whitney Majors".

Whitney Majors
Excess Land Coordinator

cc: Excess Land File



Prepared by Kingsport Planning Department for the
Kingsport Regional Planning Commission Meeting on May 19th, 2022

Hawkins County Parcels Railroad_ROW Sullivan County Parcels Railroad_ROW Washington County Parcels Railroad_ROW

Lake_Pond River Lake_Pond River Lake_Pond River

Parcel_Conflict Street_ROW Parcel_Conflict Street_ROW Parcel_Conflict Street_ROW

Parcels Parcels Parcels



Page 11 of 12

Future Land Use



2/17/2022, 11:37:39 AM

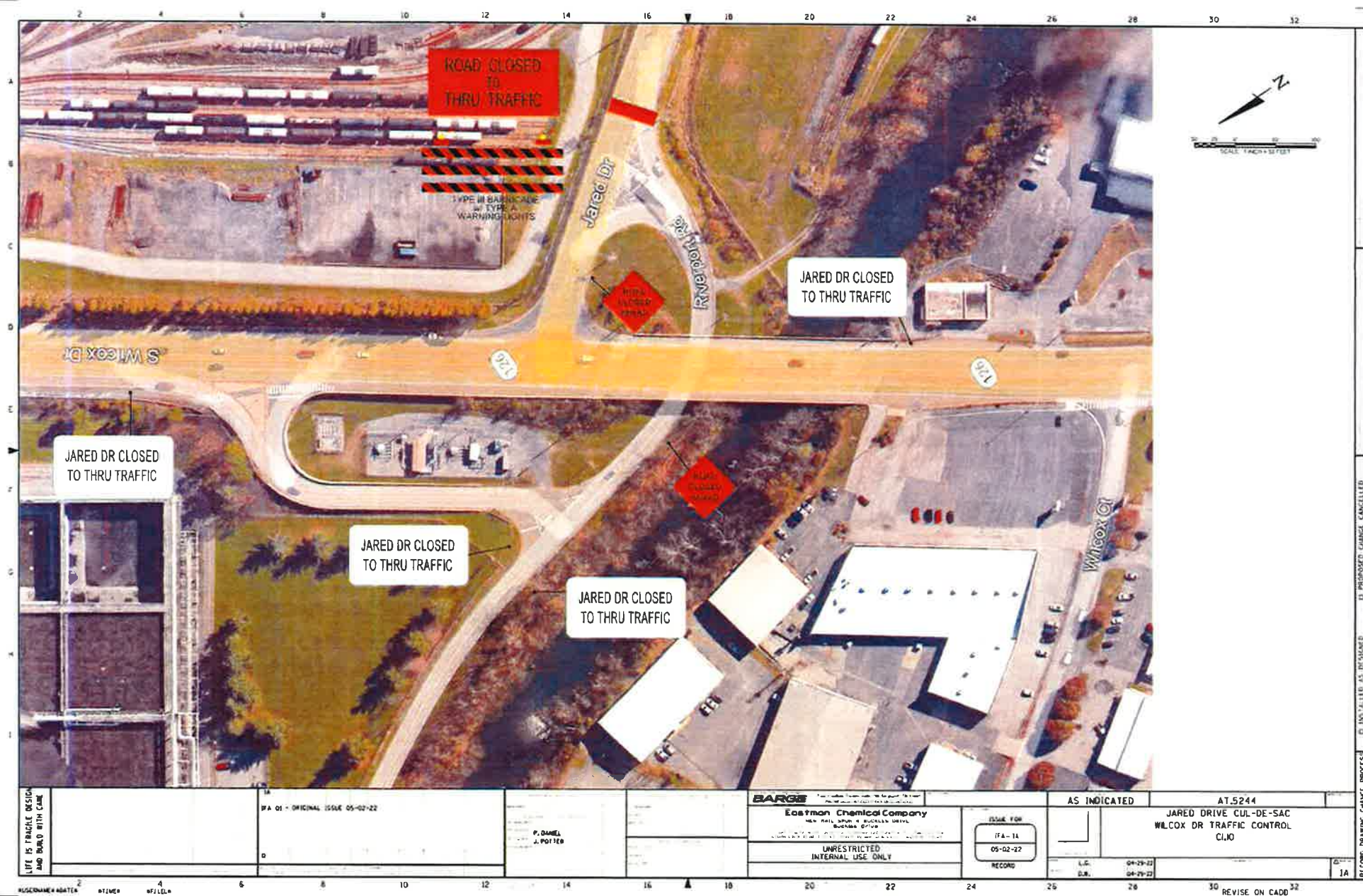
Hawkins County Parcels	Railroad_ROW	Sullivan County Parcels	Railroad_ROW	Washington County Parcels	Railroad_ROW
Lake_Pond	River	Lake_Pond	River	Lake_Pond	River
Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW
Parcels		Parcels		Parcels	



Web AppBuilder for ArcGIS

RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the proposed vacating.





LIFE IS FRAGILE DESIGN
AND BUILD WITH CARE

1A
IFA 01 - ORIGINAL ISSUE 05-02-22

P. DANIEL
J. POTTER

BARGE
Eastman Chemical Company
1000 P.O. BOX 1000
BIRMINGHAM, AL 35202
UNRESTRICTED
INTERNAL USE ONLY

ISSUE FOR
IFA-1A
05-02-22
RECORD

AS INDICATED	AT.5244
JARED DRIVE CUL-DE-SAC MORELAND DR TRAFFIC CONTROL C1.11	
L.G. D.W.	04-29-22 04-29-22

IF PROPOSED CHANGE CANCELLED
IF INSTALLED AS SHOWN
IF INSTALLED AS REVISED

1A

REVISE ON CADD 32



AGENDA ACTION FORM

An Ordinance Abandoning a 15' Wide Sanitary Sewer Easement

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

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:

- Hold Public Hearing
- 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. Notice of Public Hearing
2. Ordinance
3. 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: *JW*

	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 Tuesday, June 7th, 2022, to consider a sewer easement abandonment located along Rock Springs Road. The regular business meeting will begin at 7:00 p.m. in the large boardroom room located on the third floor of City Hall, at 415 Broad Street, Kingsport, Tennessee.

The utility easement proposed for abandonment is generally described as follows:

SITUATED in District Fourteen (14) of Sullivan County, Tennessee as shown on a drawing titled "Re-Plat Lot 2 & 3 New Lots 2A, 2B, 3A, & 3B Bella Properties LLC" by Barge Design Solutions recorded in Plat Book 57, Page 459 and being more particularly bounded and 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.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Clerk, Kingsport Library, and Chamber of Commerce for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-343-9783.

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, City Clerk
P1T: 05/23/22

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: _____

Property Information	Sewer line Easement Abandonment		
Address	2741,2739,2735,2731,2727, & 2723 Rock Springs Road		
Tax Map, Group, Parcel	Easement located on Tax Parcel 076-006.10		
Civil District	14 th Civil District		
Overlay District	NA		
Land Use Designation	Retail/Commercial		
Acres	+/- 2.95		
Applicant 1 Information		Intent	
Name: D R Horton Address: 8081 Kingston Pike Suite 102 City: Knoxville State: TN Zip Code: 37919 Phone Number: 865-338-5650		Intent: <i>To abandon the existing sewer line easement.</i>	
Planning Department Recommendation			
<p>(Approve, Deny, or Defer)</p> <p>The Kingsport Planning Division recommends abandoning the sewer line easement located along Parcel 001.00-001.11.</p> <ul style="list-style-type: none"> Request reviewed by all city departments Easement no longer needed or used. <p>Staff Field Notes and General Comments:</p> <p>The sewer line easement area is a 15 foot wide sewer line crossing the rear property lines of parcels 001.00 - 001.11.</p>			
Planner:	Garland	Date: 5/11/2022	
Planning Commission Action		Meeting Date:	May 19th, 2022
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION**Sewer line Easement Abandonment**

ADDRESS	2741, 2739, 2735, 2731, 2727, & 2723 Rock Springs Rd.
DISTRICT, LAND LOT	Sullivan County 14th Civil District, Parcel 001.00- 001.11
OVERLAY DISTRICT	NA
CURRENT ZONING	R-1B. Residential
PROPOSED ZONING	No Change

ACRES +/- 2.95**EXISTING USE** Utilities**PROPOSED USE**

PETITIONER 1: City of Kingsport
415 Broad St. Kingsport, TN 37660

INTENT

The owner of the parcels has asked the City of Kingsport abandon the 15-ft wide sewer line utility easement.

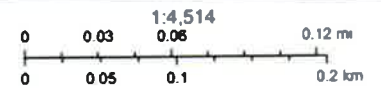
City Departments, as well as local utility providers, have taken a look at the request to abandon the utility easement. It has come to a conclusion that the sewer line easement is no longer needed and City staff no longer see any future use for this easement.

Site Map



5/11/2022, 2:36:05 PM

Hawkins County Parcels  Railroad_ROW Sullivan County Parcels  Railroad_ROW Washington County Parcels  Railroad_ROW
 Lake_Pond  River  Lake_Pond  River  Lake_Pond  River
 Parcel_Conflict  Street_ROW  Parcel_Conflict  Street_ROW  Parcel_Conflict  Street_ROW
 Parcels  Parcels  Parcels  Parcels * Kpt 911 Address



Web AppBuilder for ArcGIS

Zoning



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Hawkins County Parcels		Sullivan County Parcels		Washington County Parcels	
	Lake_Pond		Lake_Pond		Lake_Pond
	River		River		River
	Parcel_Conflict		Parcel_Conflict		Parcel_Conflict
	Parcels		Parcels		Parcels



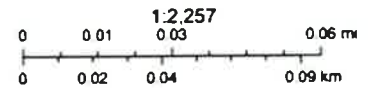
Web AppBuilder for ArcGIS

Utilities



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Hawkins County Parcels	Railroad_ROW	Sullivan County Parcels	Railroad_ROW	Washington County Parcels	Railroad_ROW
Lake_Pond	River	Lake_Pond	River	Lake_Pond	River
Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW
Parcels		Parcels		Parcels	
					Kpt 911 Address

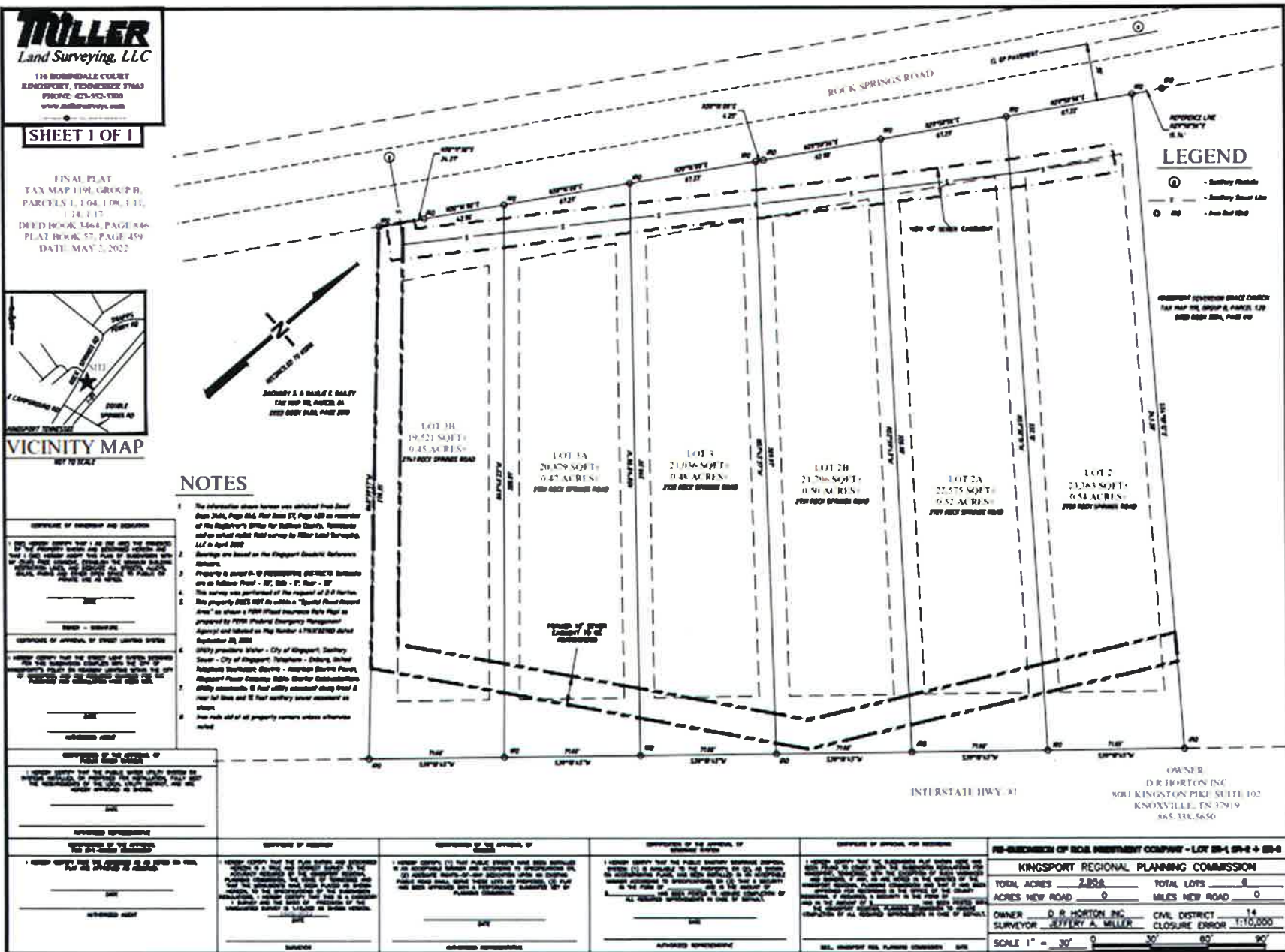


Web AppBuilder for ArcGIS

15' WIDE SANITARY SEWER EASEMENT

SITUATED in District Fourteen (14) of Sullivan County, Tennessee as shown on a drawing titled "Re-Plat Lot 2 & 3 New Lots 2A, 2B, 3A, & 3B Bella Properties LLC" by Barge Design Solutions recorded in Plat Book 57, Page 459 and being more particularly bounded and 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.



RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the sewer line easement abandonment along 2741, 2739, 2735, 2731, 2727, & 2723 Rock Springs Road.



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:

Hold public hearing
 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: *me*

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 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 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%

RETIREEES 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:

Hold public hearing.
 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: *CM*

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

	<u>Y</u>	<u>N</u>	<u>O</u>
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	\$0	\$1,000,000
Water – Meter Replacements	\$1,000,000	\$0	\$1,000,000

Proposed Future Capital Projects	Proposed Capital Projects - Total Expense	Proposed Capital Projects Expense Financed by Estimated	Proposed Capital Projects Expense
---	--	--	--

		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:

Hold public hearing.
 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: *sw*

	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: *cm*

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olteman	—	—	—
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: *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	—	—	—

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: *aw*

	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:

ANGELA MARSHALL, Deputy City Recorder

PATRICK W. SHULL, Mayor

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: *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: *mw*

	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 *CM*

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 \$419,919.00 allocate \$10,816.00 in donations and interest received, and close 11 projects.

The General Project Fund is being amended to transfer funds across 30 different projects in the amount of \$2,001,105.00 allocate \$550,294.00 in Border Regions Tax, payments in lieu of sidewalks, donations, and interest received, and close 14 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: *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	—	—	—

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), \$182,629 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 \$207,309, 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 \$162,157. Close NC1601, NC1606, NC1612, NC1905, NC2001, NC2002, NC2005, 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 Fort Robinson Bridge Replacement project (GP1618) in the amount of \$1,751, by allocating interest earned in the West End Greenbelt Extension project (GP1927) in the amount of \$35, 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), \$9,863 from the Fort Robinson Bridge Replacement

project (GP1618), \$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), \$162,157 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), to the Library Improvements project (GP1807) in the amount of \$7,368, to the Library Improvements project (GP1908) in the amount of \$5,194, 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, GP1618, GP1919, GP2000, GP2001, GP1718, GP1630, GP2201, GP1809, GP2018, GP1807, 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 (SW2005) 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 ST2110.

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
Totals:		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	182,629	6,214,259
110-4804-481.70-36	To Gen Project Fund	1,407,296	126,240	1,533,536
Totals:		7,519,993	263,719	7,747,795

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
Totals:	4,390,489	86,593	4,477,082

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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
Totals:	4,390,489	86,593	4,477,082

Aquatic Center Fund: 419**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
419-0000-391.25-00 From Regional Sales Tax	2,175,000	86,593	2,261,593
Totals:	2,175,000	86,593	2,261,593

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
419-5019-501.20-99 Miscellaneous	89,964	86,593	176,557
Totals:	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:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-04 Equipment	77,465	8,300	85,765
Total:	77,465	8,300	85,765

Downtown Project (NC1606)**Revenues:**

111-0000-332.02-10 TN Historical Commission
111-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
11,911	(11,911)	0
141,442	0	141,442
153,353	(11,911)	141,442

Expenditures:

111-0000-601.20-22 Construction Contracts

Totals:

\$	\$	\$
153,353	(11,911)	141,442
153,353	(11,911)	141,442

Temporary Public Art (NC1612)**Revenues:**

111-0000-364.20-00 From Corporations
111-0000-364.30-00 From Non-Profit Groups
111-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
7,500	0	7,500
14,400	(4,000)	10,400
60,000	(507)	59,493
81,900	(4,507)	77,393

Expenditures:

111-0000-601.20-20 Professional/Consultant
111-0000-601.20-99 Miscellaneous
111-0000-601.30-20 Operating Supplies & Tools

Totals:

\$	\$	\$
61,400	2,464	63,864
10,500	(405)	10,095
10,000	(6,566)	3,434
81,900	(4,507)	77,393

Fire Marshall Office (NC1801)**Revenues:**

111-0000-364.20-00 From Corporations

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
3,312	1,488	4,800
3,312	1,488	4,800

Expenditures:

111-0000-601.30-20 Operating Supplies & Tools

Totals:

\$	\$	\$
3,312	1,488	4,800
3,312	1,488	4,800

IT Help Desk Position(NC1905)**Revenues:**

111-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
60,000	10,796	70,796
60,000	10,796	70,796

Expenditures:

111-0000-601.20-75 Temporary Employees

Totals:

\$	\$	\$
60,000	10,796	70,796
60,000	10,796	70,796

Creative Partnership Support (NC2001)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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
Totals:	23,300	(934)	22,366

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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
Totals:	23,300	(934)	22,366

Great Stories Club (NC2002)**Revenues:**

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

Expenditures:

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

IT (NC2005)**Revenues:**

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

Expenditures:

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

Bentek Payroll Benefits (NC2009)**Revenues:**

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

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-57 Computer Repairs & Maint.	140,938	(56,569)	84,369
Totals:	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
Totals:	3,286	1,738	5,024

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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
Totals:	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
Totals:	252,000	(561)	251,439

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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
Totals:	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
Totals:	2,895	4,463	7,358

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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
Totals:	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	207,309	644,516
Total:	437,207	207,309	644,516

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	62,923	0	62,923
111-0000-601.90-03 Improvements	374,284	207,309	581,593
Total:	437,207	207,309	644,516

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

111-0000-364.30-00 From Non-Profit Groups

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
5,000	188	5,188
5,000	188	5,188

Expenditures:

111-0000-601.90-05 Library Materials

Totals:

\$	\$	\$
5,000	188	5,188
5,000	188	5,188

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

111-0000-332.32-00 TN Arts Commission

111-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
13,000	0	13,000
7,000	934	7,934
20,000	934	20,934

Expenditures:

111-0000-601.20-20 Professional/Consultant

111-0000-601.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
10,000	934	10,934
10,000	0	10,000
20,000	934	20,934

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

111-0000-332.02-10 TN Historical Commission

111-0000-364.30-00 From Non-Profit Groups

111-0000-391.01-00 From General Fund

Total:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	11,911	11,911
0	235	235
205,000	0	205,000
205,000	12,146	217,146

Expenditures:

111-0000-601.90-03 Improvements

Total:

\$	\$	\$
205,000	12,146	217,146
205,000	12,146	217,146

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

111-0000-391.01-00 From General Fund

Total:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
25,000	25,000	50,000
25,000	25,000	50,000

Expenditures:

111-0000-601.90-03 Improvements

Total:

\$	\$	\$
25,000	25,000	50,000
25,000	25,000	50,000

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

111-0000-391.01-00 From General Fund

Totals:

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

Expenditures:

111-0000-601.90-03 Improvements

Totals:

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

Pavement Assessment (NC2203)**Revenues:**

111-0000-391.01-00 From General Fund

Totals:

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

Expenditures:

111-0000-601.20-20 Professional/Consultant

Totals:

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

Local Roads (NC2206)**Revenues:**

111-0000-331.95-00 American Rescue Plan Act

Total:

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

Expenditures:

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

Total:

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

Totals:

<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
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

Totals:

\$	\$	\$
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
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
Totals:	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
Totals:	3,667,034	(13,120)	1,116,214

Ft. Robinson Bridge Replace (GP1618)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-361.22-00 Int LGIP	0	1,751	1,751
311-0000-368.10-46 Series 2013B GO Pub Imp	48,400	(9,863)	38,537
Totals:	48,400	(8,112)	40,288

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	48,400	(8,112)	40,288
Totals:	48,400	(8,112)	40,288

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
Totals:	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
Totals:	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
Totals:	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
Totals:	1,350,187	(564,928)	785,259

ADA Signal Upgrades (GP1919)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	75,000	(44,150)	30,850

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	75,000	(44,150)	30,850
Totals:	75,000	(44,150)	30,850

Island Road Improvements (GP1926)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	3,100,000	(229,797)	2,870,203

Expenditures:

	\$	\$	\$
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
Totals:	3,100,000	(229,797)	2,870,203

West End Greenbelt Ext (GP1927)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	862,141	4,725	866,866

Expenditures:

	\$	\$	\$
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
Totals:	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
Totals:	198,227	(177,000)	21,227

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	21,227	0	21,227
311-0000-601.90-03 Improvements	177,000	(177,000)	0
Totals:	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
Totals:	2,322,876	(444,554)	1,878,322

Expenditures:

	\$	\$	\$
311-0000-601-9003 Improvements	2,322,876	(444,554)	1,878,322
Totals:	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
Totals:	75,000	7,000	82,000

Expenditures:

311-0000-601.90-03 Improvements	\$ 75,000	\$ 7,000	\$ 82,000
Totals:	75,000	7,000	82,000

Main Street Improvements (GP1516)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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	0	5,103,450
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
Totals:	6,402,852	1,691,829	8,094,681

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	1,691,829	7,191,829
Totals:	6,402,852	1,691,829	8,094,681

Transit Center (GP1718)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	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
Totals:	5,891,357	(70,475)	5,820,882

Transit Garage (GP1727)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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
Totals:	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
Totals:	5,413,365	70,475	6,283,840

Public Art (GP1630)**Revenues:**

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

Expenditures:

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

<u>Public Art (GP2217)</u>	<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
Totals:	0	30,000	30,000

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

<u>PW Radio Replacement (GP2201)</u>	<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

<u>Fire Facilities/Capital (GP1804)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
Revenues:	\$	\$	\$
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
Totals:	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
Totals:	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
Totals:	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
Totals:	55,000	(6,385)	48,615

Expenditures:

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

Street Lights & Signals (GP2218)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	0	100,293	100,293

AEP Sidewalk Improvements (GP2015)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	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
Totals:	639,932	19,171	659,103

Bays Mtn Planetarium Impr (GP1906)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	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
Totals:	1,234,058	(3,474)	1,230,584

Library Improvements (GP1807)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	307,237	7,368	314,605

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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
Totals:	307,237	7,368	314,605

Library Improvements (GP1908)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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	185	58,169
Totals:	191,511	6,779	198,290

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.40-41 Premium from Bond Sale	3,153	0	3,153
311-0000-601.90-03 Improvements	188,358	6,779	195,137
Totals:	191,511	6,779	198,290

General Projects (GP1750)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	206,519	(12,133)	194,386

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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

Totals:
Parks & Rec ADA Analysis (GP1831)

Revenues:

311-0000-368.10-54 Series 2016 GO (Nov 4)
 311-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 206,519	(12,133)	194,386
\$ 28,780	0	28,780
0	1,220	1,220
28,780	1,220	30,000

Expenditures:

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

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 28,780	1,220	30,000
28,780	1,220	30,000

Model City Coalition (GP1834)

Revenues:

311-0000-364.30-00 From Non-Profit Groups
 311-0000-368.10-51 Series 2015 A (Oct) GO PI

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,535	(1,535)	0
6,884	0	6,884
8,419	(1,535)	6,884

Expenditures:

311-0000-601.20-20 Professional/Consultant
 311-0000-601.20-23 Arch/Eng/Landscaping Serv
 311-0000-601.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	0	0
0	0	0
8,419	(1,535)	6,884
8,419	(1,535)	6,884

Building Code Enforcement (GP2024)

Revenues:

311-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 170,000	3,360	173,360
170,000	3,360	173,360

Expenditures:

311-0000-601.20-22 Construction Contracts
 311-0000-601.20-23 Arch/Eng/Landscaping Serv

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 168,000	3,460	171,460
2,000	(100)	1,900
170,000	3,360	173,360

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

451-0000-391.05-56 Series 2019 GO Improve

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
740,000	(540,539)	199,461
740,000	(540,539)	199,461

Expenditures:

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

451-0000-605.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
40,000	(28,919)	11,081
700,000	(511,620)	188,380
740,000	(540,539)	199,461

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

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

451-0000-391.05-56 Series 2019 GO Improvement

451-0000-391.45-00 From Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
131,515	0	131,515
547,175	540,539	1,087,714
500,000	0	500,000
1,178,690	540,539	1,719,229

Expenditures:

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

451-0000-605.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
100,000	28,919	128,919
1,078,690	511,620	1,590,310
1,178,690	540,539	1,719,229

WTP Equipment (WA2010)**Revenues:**

451-0000-391.05-56 Series 2019 GO Improve

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
80,000	(80,000)	0
80,000	(80,000)	0

Expenditures:

451-0000-605.90-04 Equipment

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
80,000	(80,000)	0
80,000	(80,000)	0

Maint Facility Imp (WA2103)**Revenues:**

451-0000-391.45-00 From Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
211,168	(211,168)	0
211,168	(211,168)	0

Expenditures:

451-0000-605.90-03 Improvements

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
211,168	(211,168)	0

Totals:		211,168	(211,168)	0
<u>Water Line Imp (WA2200)</u>		<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>		\$	\$	\$
451-0000-391.45-00	From Water Fund	867,000	(100,000)	767,000
Totals:		867,000	(100,000)	767,000
<u>Expenditures:</u>		\$	\$	\$
451-0000-605.90-01	Land	5,000	0	5,000
451-0000-605.90-21	New Dist Lines	17,700	0	17,700
451-0000-605.90-22	Hydrants	50,000	0	50,000
451-0000-605.90-23	New Meters	166,300	0	166,300
451-0000-605.90-24	Replacement Meters	153,900	(100,000)	53,900
451-0000-605.90-25	Replacement Dist Lines	474,100	0	474,100
Totals:		867,000	(100,000)	767,000
<u>Equipment Purchases (WA2202)</u>		<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>		\$	\$	\$
451-0000-391.45-00	From Water Fund	148,010	(148,010)	0
Totals:		148,010	(148,010)	0
<u>Expenditures:</u>		\$	\$	\$
451-0000-605.90-04	Equipment	148,010	(148,010)	0
Totals:		148,010	(148,010)	0
<u>Plant Facility Imp (WA2203)</u>		<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>		\$	\$	\$
451-0000-391.45-00	From Water Fund	100,000	(50,000)	50,000
Totals:		100,000	(50,000)	50,000
<u>Expenditures:</u>		\$	\$	\$
451-0000-605.90-03	Improvements	100,000	(50,000)	50,000
Totals:		100,000	(50,000)	50,000

Master Water Plan Upg (WA2204)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	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
Totals:	1,619,532	(123,832)	1,495,700

Main St Waterline Replacement (WA1901)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	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
Totals:	1,100,000	665,000	1,765,000

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

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

Totals:

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

Expenditures:

452-0000-606.90-03 Improvements

Totals:

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

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

452-0000-391.05-56 Series 2019 GO Improvment

Totals:

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

Totals:

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

Equipment Purchases (SW2102)**Revenues:**

452-0000-391.42-00 From Sewer Fund

Totals:

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

Expenditures:

452-0000-606.90-04 Equipment

452-0000-606.90-06 Improvements

Totals:

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

Sewer I&I Rehab (SW2203)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	3,603,635	(743,525)	2,860,110

Expenditures:

452-0000-606.90-03 Improvements	3,603,635	(743,525)	2,860,110
Totals:	3,603,635	(743,525)	2,860,110

SLS Improvements (SW2204)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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

Expenditures:

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)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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	7,183	407,734
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

Expenditures:

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)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	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
Totals:	1,587,041	39,600	1,626,641

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</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
Totals:	150,000	30,217	180,217

Expenditures:

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

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

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

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
Totals:	250,000	58,647	308,647

Expenditures:

457-0000-622.20-23 Arch/Eng/Landscaping	\$ 0	\$ 58,647	\$ 58,647
457-0000-622.90-03 Improvements	250,000	0	250,000
Totals:	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
Totals:	400,000	238,500	638,500

Expenditures:

	\$ 0	\$ 60,000	\$ 60,000
457-0000-622.90-03 Improvements	400,000	178,500	578,500
Totals:	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:

R. BART ROWLETT, City Attorney

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



AGENDA ACTION FORM

An Ordinance to Amend the FY 2022 the General Purpose School Fund and the General Project Fund Budgets

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

Action Form No.: AF-137-2022
 Work Session: May 16, 2022
 First Reading: May 17, 2022

Final Adoption: **June 7, 2022**
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2022 budget amendment number five at their meeting on May 3, 2022. This amendment decreases the General Purpose School Fund budget by \$3,932,725.00. The estimated revenue for state funds is being increased by \$982,707.00 for the KCS summer learning programs. Other Local Revenue is being increased by \$10,324.00 for the lighting upgrade at J Fred Johnson stadium. These are donations for Cora Cox Academy of \$5,191.00. There is a net decrease in Fund Balance Appropriations of \$3,932,725.00. The fund balance appropriation of \$5,260,192.00 for the Sullivan North/Sevier Middle School renovation is returned, since the project is now on hold. There is an additional fund balance appropriation of \$139,245.00 for the relocation of the Sullivan North cooling tower to Robinson Middle School and a fund balance appropriation of \$190,000.00 to complete the funding for the lighting upgrade at J Fred Johnson stadium. This amendment also makes adjustments to the current General Project accounts for the Sullivan North Renovations, the Robinson Cooling Tower, Future School Capital Projects. There are new projects being established for Lighting Upgrades at J Fred Johnson Stadium (\$750,324) and KCS Security/Technology Upgrades (\$218,200).

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: *JW*

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

ORDINANCE NO. _____

**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**

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other State Education Funds by \$982,707; the estimated revenue for Other Local Revenues by \$15,515. The estimated revenue for Fund Balance Appropriations will be decreased by \$4,930,947. The expenditure budget will be amended by increasing the appropriations for Dobyns-Bennett Student Support by \$50,000; the appropriation J Fred Johnson Stadium Lighting Upgrades by \$150,324; the appropriations for the Summer Learning Program by \$982,707; the appropriations for Cora Cox Academy Other Expenses by \$5,191; the appropriation for Fund Transfers for the Robinson Cooling Tower Replacement by \$139,245; the appropriations for Nursing and Counselor salaries and benefits by \$1,012,200 and by decreasing the appropriations for the Sullivan North Renovations by \$6,272,392. The appropriations for various expenditure accounts for Robinson Middle School, Sevier Middle School, Jackson Elementary School, Cora Cox Academy, and the Technology Department will be increased by \$255,817 and decreased by \$255,817. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Robinson Cooling Tower project (GP2210) by \$140,000; the estimated revenues and appropriations for the J Fred Johnson Stadium Lighting Upgrade project (GP22**) by \$750,324; the estimated revenues and appropriations for the School Security/Technology Upgrade project (GP22**) by \$218,200 and by decreasing the estimated revenues and appropriations for the Future School Capital Projects (GP1737) by \$755 and the estimated revenues and appropriations for the Sullivan North/Sevier Middle School Renovations project (GP1733) by \$6,672,392.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-338-6590 Other State Revenue	417,567	982,707	1,400,274
141-0000-369-4990 Other Local Revenue	1,122,243	15,515	1,137,758
141-0000-390-0000 Fund Balance Appropriations	6,582,427	(4,930,947)	1,651,480
<i>Totals</i>	8,122,237	(3,932,725)	4,189,512

<u>Expenditures:</u>	\$	\$	\$
141-7150-711-0116 Re Ed – Teacher Salaries	26,891,577	10,000	26,901,577
141-7200-773-0499 Other Std Sup – DB Supplies	0	40,000	40,000
141-7650-871-0707 Capital Outlay – Building Imp	998,650	(600,000)	398,650
141-7950-881-0590 Fund Transfers	7,011,792	750,324	7,762,116
141-7150-711-0116 Re Ed – Teacher Salaries	26,901,577	546,611	27,448,188
141-7150-711-0163 Re Ed – Inst Assistants	1,385,100	129,600	1,514,700
141-7150-711-0201 Re Ed – Social Security	1,676,200	41,766	1,717,966
141-7150-711-0204 Re Ed – Retirement	2,759,400	59,265	2,818,665
141-7150-711-0210 Re Ed – Unemp Ins	21,700	590	22,290
141-7150-711-0211 Re Ed – Local Retirement	18,800	4,140	22,940

141-7150-711-0212	Re Ed – Medicare	392,000	9,775	401,775
141-7150-711-0429	Re Ed – Inst Supplies	570,751	24,167	594,918
141-7150-711-0599	Re Ed – Other Charges	0	481	481
141-7250-772-0131	Health Ser – Medical Per	1,000	10,800	11,800
141-7250-772-0201	Health Ser – Social Security	50	670	720
141-7250-772-0204	Health Ser – Retirement	100	1,080	1,180
141-7250-772-0212	Health Ser – Medicare	0	157	157
141-7250-791-0513	Board of Ed – Workers Comp	193,300	2,314	195,614
141-7250-801-0162	Principals – Clerical	144,600	14,400	159,000
141-7250-801-0201	Principals – Social Sec	167,700	893	168,593
141-7250-801-0204	Principals – Retirement	268,600	1,440	270,040
141-7250-801-0212	Principals – Medicare	39,200	209	39,409
141-7250-831-0105	Transportation – Supervisors	62,550	5,000	67,550
141-7250-831-0146	Transportation – Bus Drivers	538,300	52,800	591,100
141-7250-831-0189	Transportation – Other Wage	0	5,124	5,124
141-7250-831-0201	Transportation – Social Sec	34,000	3,782	37,782
141-7250-831-0204	Transportation – Retirement	45,500	3,916	49,416
141-7250-831-0211	Transportation – Local Retire	19,800	2,640	22,440
141-7250-831-0212	Transportation – Medicare	7,800	885	8,685
141-7250-831-0412	Transportation – Diesel Fuel	0	39,600	39,600
141-7250-831-0425	Transportation – Gasoline	0	20,602	20,602
141-7250-772-0131	Health Ser – Medical Per	11,800	615,600	627,400
141-7250-772-0201	Health Ser – Social Security	720	44,900	45,620
141-7250-772-0204	Health Ser – Retirement	1,180	75,500	76,680
141-7250-772-0206	Health Ser – Life Ins	0	1,600	1,600
141-7250-772-0207	Health Ser – Medical Ins	0	92,200	92,200
141-7250-772-0209	Health Ser – LTD	0	2,200	2,200
141-7250-772-0210	Health Ser – Unemployment	0	1,300	1,300
141-7250-772-0212	Health Ser – Medicare	157	10,500	10,657
141-7250-773-0123	Other Std Sup – Counselors	1,208,300	133,200	1,341,500
141-7250-773-0201	Other Std Sup – Social Sec	93,900	7,900	101,800
141-7250-773-0204	Other Std Sup – Retirement	163,750	13,500	177,250
141-7250-773-0207	Other Std Sup – Medical Ins	210,500	11,900	222,400
141-7250-773-0212	Other Std Sup – Medicare	21,800	1,900	23,700
141-7950-881-0590	Fund Transfers	7,762,116	(6,272,392)	1,489,724
141-7205-781-0433	Re Ed Sup – RNR A/V	7,214	(6,266)	948
141-7605-871-0790	Cap Outlay – RNR Equip	21,647	6,266	27,913
141-7110-711-0429	Re Ed – Sevier Inst Sup	37,366	(12,500)	24,866
141-7110-711-0722	Re Ed – Sevier Inst Equip	14,099	(5,000)	9,099
141-7210-773-0599	Oth Std Sup – Sevier St Trav	8,000	(7,000)	1,000
141-7210-801-0435	Prin Off – Sevier Office Sup	3,498	(1,000)	2,498
141-7610-871-0790	Cap Outlay – Sevier Equip	13,117	25,500	38,617
141-7215-801-0435	Prin Off – Jackson Prin Trav	2,000	(1,851)	149
141-7615-871-0790	Cap Outlay – Jackson Equip	8,712	1,851	10,563
141-7147-711-0429	Re Ed – Cora Cox Inst Sup	6,000	(3,000)	3,000
141-7147-711-0449	Re Ed – Cora Cox Textbooks	1,000	(1,000)	0
141-7247-781-0457	Re Ed Sup – CCA Prof Dev	1,000	2,000	3,000
141-7247-781-0599	Re Ed Sup – CCA Other	1,250	2,000	3,250
141-7161-711-0722	Re Ed – Tech Inst Equip	681,516	(159,300)	522,216
141-7250-785-0499	Technology – Other Supplies	66,874	(41,000)	25,874
141-7250-785-0790	Technology – Other Equip	246,514	(17,900)	228,614

141-7950-881-0590	Fund Transfers	1,489,724	218,200	1,707,924
141-7247-782-0599	Re Ed Sup – Cora Cox Other	1,250	5,191	6,441
141-7950-881-0590	Fund Transfers	1,708,624	139,245	1,847,869
Totals		83,943,675	(3,932,725)	80,010,950

Fund 311: General Project Fund
Future School Capital Projects (GP1737)

<u>Revenues:</u>		\$	\$	\$
311-0000-361-1050	School Bond Interest	69,100	0	69,100
311-0000-391-2100	Transfer from School Fund	113,428	(755)	112,673
311-0000-391-2150	Sullivan Co School Bonds	755,217	0	755,217
Total:		937,745	(755)	936,990

<u>Expenditures:</u>		\$	\$	\$
311-0000-601-2022	Construction Contracts	805,318	0	805,318
311-0000-601-2023	Architect/Engineering Fee	93,026	0	93,026
311-0000-601-9004	Equipment	39,401	(755)	38,646
Total:		937,745	(755)	936,990

Sullivan North/Sevier Middle School
Renovation Project (GP)

<u>Revenues:</u>		\$	\$	\$
311-0000-331-5600	E-Rate Funds	400,000	(400,000)	0
311-0000-361-1050	School Bond Interest	679,792	0	679,792
311-0000-368-1051	GO Bonds Series 2015 A	25,000	0	25,000
311-0000-368-1054	GO Bonds Series 2016	193,621	0	193,621
311-0000-368-1056	GO Bonds Series 2018 A	69,799	0	69,799
311-0000-368-1066	GO Bonds Series 2019	927,267	0	927,267
311-0000-368-1069	GO Bonds Series 2021	5,523,000	0	5,523,000
311-0000-368-2101	Premium From Bonds	625,765	0	625,765
311-0000-601-2100	Transfer from School Fund	6,272,392	(6,272,392)	0
311-0000-391-2150	Sullivan Co School Bonds	2,365,050	0	2,365,050
Total:		17,081,686	(6,672,392)	10,409,294

<u>Expenditures:</u>		\$	\$	\$
311-0000-601-2022	Construction Contracts	14,298,604	(6,272,392)	8,026,212
311-0000-601-2023	Architect/Engineering Fees	1,482,050	0	1,482,050
311-0000-601-9004	Equipment	1,225,000	(400,000)	825,000
311-0000-601-4041	Bond Sale Expense	76,032	0	76,032
Total:		17,081,686	(6,672,392)	10,409,294

Robinson Cooling Tower Project (GP2210)

<u>Revenues:</u>		\$	\$	\$
311-0000-391-2100	Transfer from School Fund	275,000	140,000	415,000
Total:		275,000	140,000	415,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	250,000	135,000	385,000
311-0000-601-2023 Architect/Engineering Fees	25,000	5,000	30,000
Total:	275,000	140,000	415,000

School Security/Technology Upgrades Project (GP22)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	0	218,200	218,200
Total:	0	218,200	218,200

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-9004 Equipment	0	218,200	218,200
Total:	0	218,200	218,200

J Fred Johnson Stadium Lighting Upgrades Project (GP22)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	0	750,324	750,324
Total:	0	750,324	750,324

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	24,000	24,000
311-0000-601-2023 Architect/Engineering Fees	0	726,324	726,324
Total:	0	750,324	750,324

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

PATRICK W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

An Ordinance to Amend the FY 2022 Schools Federal Projects Fund Budget

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

Action Form No.: AF-138-2022
 Work Session: May 16, 2022
 First Reading: May 17, 2022

Final Adoption: **June 7, 2022**
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the ordinance.

Executive Summary:

On May 3, 2022, the Board of Education approved an amendment to the FY 2021-2022 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$22,403,109.00, based on estimated amounts. There are six new grants and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$2,922,076.00. This makes the amended total \$25,325,185.00.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2022 SCHOOL
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2022 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
AC2201 TN All Corps	0	238,000	238,000
ADMN22 Consolidated Administration	152,310	526	152,836
AIB022 ARP IDEA Part B	0	420,053	420,053
AIP022 ARP IDEA Preschool	0	28,006	28,006
CPG022 Carl Perkins Grant	146,372	0	146,372
EL2201 Epidemiology and Laboratory Capacity	0	2,022,576	2,022,576
ESSER 3.0	17,075,503	0	17,075,503
HA1022 ARP Homeless 1.0	0	110,000	110,000
HA2022 ARP Homeless 2.0	0	119,401	119,401
IK1222 Partnership for Systemic Change K-12	40,000	0	40,000
IPRE22 Partnership for Systemic Change Pre-K	22,000	0	22,000
PS2201 IDEA Pre-School	53,506	701	54,207
TSW022 Transition School to Work Grant	250,000	1,280	251,280
T12201 Title I	2,252,310	(207)	2,252,103
T122N1 Title I Neglected	21,624	0	21,624
T22201 Title II	517,678	304	517,982
T32201 Title III	13,627	488	14,115
T42201 Title IV	173,527	145	173,672
T62201 IDEA Part-B	1,684,652	(19,197)	1,665,455
<i>Totals:</i>	22,403,109	2,922,076	25,325,185
<u>Expenditures:</u>	\$	\$	\$
Instruction	10,937,706	(6,360,512)	4,577,194
Support Services	3,054,060	5,845,935	8,899,995
Non-Instructional Services	0	194,696	194,696
Capital Outlay	8,000,000	3,238,945	11,238,945
Other Charges (Fund Transfers)	411,343	3,012	414,355
<i>Totals:</i>	22,403,109	2,922,076	25,325,185

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

An Ordinance to Amend the FY 2022 School Special Projects Fund Budget

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

Action Form No.: AF-139-2022
 Work Session: May 16, 2022
 First Reading: May 17, 2022

Final Adoption: **June 7, 2022**
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the ordinance.

Executive Summary:

On May 3, 2022, the Board of Education approved an amendment to the FY 2021-2022 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,053,006.00. There have been three new grants received totaling \$51,686.00. There have been donation received that total \$22,830.00 and adjustments to other grants for a net increase of \$30,809.00. This makes the amended total \$1,158,331.00.

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: *2w*

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

AN ORDINANCE TO AMEND THE FY 2022 SCHOOL SPECIAL
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2022 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
CSH022 Coordinated School Health	100,000	0	100,000
BAT022Batelle Outdoor Learning Grant	0	25,000	25,000
EAST22 Eastman Foundation Grant	0	10,000	10,000
FRC022 Family Resource Center	29,612	15,622	45,234
HAG022 Homeless Assistance	55,000	18,271	73,271
KTIP22 Kingsport Truancy Intervention	53,720	0	53,720
PK5122 Pre-K Expansion Grant System-Wide	592,716	(3,204)	589,512
SSA022 Safe Schools Act	103,700	22,840	126,540
WASH22 Washington STEM Grant	0	16,686	16,686
Transfer from General School Fund	118,258	110	118,368
<i>Totals:</i>	1,053,006	105,325	1,158,331
<u>Expenditures:</u>	\$	\$	\$
Instruction	592,716	38,382	631,098
Support Services	460,290	66,943	527,233
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<i>Totals:</i>	1,053,006	105,325	1,158,331

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

PATRICK W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:
PASSED ON 2ND READING:
City of Kingsport, Tennessee



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-143-2022
Work Session: May 16, 2022
First Reading: May 17, 2022

Final Adoption: **June 7, 2022**
Staff Work By: John Morris
Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Fund is being increased by appropriating \$400,000.00 from General Fund Reserves to transfer to the project fund for the BMP Amphitheatre project (GP2035) to cover the \$400,000.00 donated by Eastman Chemical Company over the past two years. Funds are also being transferred in the amount of \$9,909.00 to the General Projects-Special Revenue Fund and \$22,186.00 to the General Project Fund line to clean up a few Parks Maintenance projects and create a new Litigation Contingency project.

The General Projects-Special Revenue Fund is being amended by appropriating a \$2,000.00 grant from the Sullivan County Health Department to the Farmers Market SNAP Grant project (NC1811), \$7,661.00 from the General Fund to the Greenbelt Repaving project (NC2223), and \$2,248.00 from the General Fund to the Greenbelt Bridge project (NC2231).

The General Project Fund is being amended by appropriating \$5,000.00 from the General Fund to the Litigation Contingency project (GP1614) and \$400,000.00 from the General Fund to the BMP Amphitheatre project (GP2035), \$17,186.00 from the General Fund to the Kingsport Enhancement project (GP2016), transferring \$14,020.00 from the Public Works Equipment project (GP2031), and \$161,611.00 from the Sullivan Street Paving project (GP2113) to the Kingsport Enhancement project (GP2016) in the amount of \$3,679.00, to the Street Resurfacing project (GP2100) in the amount of \$161,611.00 and to the Swinging Bridge project (GP2104) in the amount of \$10,341.00

The Urban Mass Transit Fund is being amended by transferring \$1,039,600.00 from the FY22 Operations Grant project (FTA024) to the Transit CARES project (FTA022).

Executive Summary Continued

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: *jm*

	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 be increased by appropriating \$400,000 from Fund Balance (110-0000-392-01-00) to the To General Projects line (110-4804-481.70-36), \$32,095 from the Pay Plan line (110-4806-481.10-91) to the To Gen Proj-Special Revenue line (110-4804-481.70-35) in the amount of \$9,909 and to the To General Project Fund line (110-4804-481.70-36) in the amount of \$22,186.

SECTION II. That the General Projects Special Revenue Fund be amended by appropriating a \$2,000 grant from the Sullivan County Health Department to the Farmers Market SNAP Grant project (NC1811), \$7,661 from the General Fund to the Greenbelt Repaving project (NC2223), and \$2,248 from the General Fund to the Greenbelt Bridge project (NC2231).

SECTION III. That the General Project Fund be amended by appropriating \$5,000 from the General Fund to the Litigation Contingency project (GP1614) and \$400,000 from the General Fund to the BMP Amphitheatre project (GP2035) and \$17,186 from the General Fund to the Kingsport Enhancement project (GP2016), transferring \$14,020 from the Public Works Equipment project (GP2031), and \$161,611 from the Sullivan Street Paving project (GP2113) to the Kingsport Enhancement project (GP2016) in the amount of \$3,679, to the Street Resurfacing project (GP2100) in the amount of \$161,611 and to the Swinging Bridge project (GP2104) in the amount of \$10,341.

SECTION IV. That the Urban Mass Transit Fund be amended by transferring \$1,039,600 from the FY22 Operations Grant project (FTA024) to the Transit CARES project (FTA022).

SECTION V. That the Solid Waste Project Fund be amended by transferring \$263,228 from the Landfill New Cell Construction project (DL2000) to the Demolition Landfill project (DL2201) in the amount of \$103,228 and to the Solid Waste Equipment project (DL2202) in the amount of \$160,000.

SECTION VI. That the Sewer Project Fund be amended by transferring \$5,000 from the Pump Station Imp O&M project (SW2200) to the Litigation Contingency project (SW2208).

SECTION VII. That the Fleet Fund be increased by appropriating \$639,473 from Fund Balance to the Vehicle Replacement line (511-5008-501.90-10).

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

110-0000-392.01-00 Fund Balance Approp

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 0	\$ 400,000	\$ 400,000
0	400,000	400,000

Revenues:

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

110-4804-481.70-36 General Project Fund

110-4806-481.10-91 Pay Plan

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 6,021,721	\$ 9,909	\$ 6,031,630
985,110	422,186	1,407,296
32,095	(32,095)	0
7,038,926	400,000	7,438,926

Account Number/Description:**Fund 111: Gen Project-Special Revenue Fund****Farmers Market SNAP Project (NC1811)****Revenues:**

111-0000-332.61-50 CDC 1305 Grant FM SNAP

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,800	\$ 2,000	\$ 3,800
1,800	2,000	3,800

Expenditures:

111-0000-601.40-32 SNAP Token Grant Exp

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,800	\$ 2,000	\$ 3,800
1,800	2,000	3,800

Greenbelt Repaving (NC2223)**Revenues:**

111-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 50,000	\$ 7,661	\$ 57,661
50,000	7,661	57,661

Expenditures:

111-0000-601.20-22 Construction Contracts

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

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 50,000	\$ 4,353	\$ 54,353
0	3,308	3,308
50,000	7,661	57,661

Greenbelt Bridge (NC2231)**Revenues:**

111-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 50,000	\$ 2,248	\$ 52,248
50,000	2,248	52,248

Expenditures:

111-0000-601.20-22 Construction Contracts

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

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 50,000	\$ (543)	\$ 49,457
0	2,957	2,957
50,000	2,248	52,414

Account Number/Description:**General Project Fund: 311****Litigation Contingency (GP1614)****Revenues:**

311-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	5,000	5,000
Total:	0	5,000	5,000

Expenditures:

311-0000-601.20-20 Professional/Consultant

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	5,000	5,000
Total:	0	5,000	5,000

Kingsport Enhancement (GP2016)**Revenues:**

311-0000-368.10-66 Series 2019 Improvement

311-0000-368.21-01 Premium From Bond Sale

311-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	125,739	0	125,739
	9,858	0	9,858
	137,083	20,865	157,948
Total:	272,680	20,865	293,545

Expenditures:

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

311-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	48,456	0	48,456
	224,224	20,865	245,089
Total:	272,680	20,865	293,545

Public Works Equipment (GP2031)**Revenues:**

311-0000-368.10-51 Series 2016 GO (Nov 4)

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	458	0	458
	9,511	0	9,511
	72,153	(14,020)	58,133
Total:	82,122	(14,020)	68,102

Expenditures:

311-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	82,122	(14,020)	68,102
Total:	82,122	(14,020)	68,102

Street Resurfacing (GP2100)**Revenues:**

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-368.10-66 Series 2019 Improvement

311-0000-368.21-01 Premium From Bond Sale

311-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	163,943	0	163,943
	109,445	161,611	271,056
	19,550	0	19,550
	942,016	0	942,016
Total:	1,234,954	161,611	1,396,565

Expenditures:

311-0000-601.20-22 Construction Contracts

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	1,182,391	161,611	1,344,002
	52,563	0	52,563
Total:	1,234,954	161,611	1,396,565

Sullivan Street Paving (GP2113)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-66 Series 2019 Improvement	241,213	(161,611)	79,602
311-0000-368.21-01 Premium From Bond Sale	21,681	0	21,681
311-0000-391.01-00 From General Fund	237,106	0	237,106
Total:	500,000	(161,611)	338,389

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	500,000	(161,611)	338,389
Total:	500,000	(161,611)	338,389

Swinging Bridge (GP2104)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-391.01-00 From General Fund	212,500	10,341	222,841
Total:	212,500	10,341	222,841

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	12,014	12,014
311-0000-601.90-03 Improvements	212,500	(1,673)	210,827
Total:	212,500	10,341	222,841

Bays Mtn Amphitheatre (GP2035)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-368.10-66 Series 2019 Improvement	54,000	0	54,000
311-0000-368.10-69 GO Bond Series 2021	874,475	0	874,475
311-0000-368.21-01 Premium From Bond Sale	85,883	0	85,883
311-0000-391.01-00 From General Fund	100,000	400,000	500,000
Total:	1,114,358	400,000	1,514,358

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	0	100,000	100,000
311-0000-601.40-41 Bond Sale Expense	10,358	0	10,358
311-0000-601.90-03 Improvements	1,104,000	300,000	1,404,000
Total:	1,114,358	400,000	1,514,358

Account Number/Description:**Urban Mass Transit Fund: 123****Transit CARES (FTA022)****Revenues:**

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	0	0
123-0000-332.90-00 Dept of Transportation	2,414,374	669,800	3,084,174
123-0000-365.20-09 Bus Fares TN-90-X150	0	0	0
123-0000-365.21-00 ADA Paratransit	0	0	0
123-0000-368.15-00 Rental of Land & Building	0	0	0
123-0000-391.01-00 From General Fund	0	369,800	369,800
Totals:	2,414,374	1,039,600	3,453,974

<u>Expenditures:</u>	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	1,086,170	602,220	1,688,390
123-5901-602.10-11 Overtime	42,400	10,000	52,400
123-5901-602.10-20 Social Security	143,600	44,070	187,670
123-5901-602.10-30 Group Health Insurance	124,800	89,520	214,320
123-5901-602.10-41 TCRS Retirement	70,400	52,510	122,910
123-5901-602.10-43 ICMA Retirement	35,000	35,430	70,430
123-5901-602.10-50 Life Insurance	1,600	1,410	3,010
123-5901-602.10-52 Long Term Disability Ins	2,400	960	3,360
123-5901-602.10-60 Workmen's Compensation	40,200	570	40,770
123-5901-602.10-61 Unemployment Insurance	1,600	880	2,480
123-5901-602.20-10 Advertising & Publication	4,000	1,000	5,000
123-5901-602.20-11 Printing & Binding	9,000	2,250	11,250
123-5901-602.20-20 Professional/Consultant	47,000	10,000	57,000
123-5901-602.20-21 Accounting & Auditing	4,000	2,000	6,000
123-5901-602.20-30 Electric Service	20,400	5,200	25,600
123-5901-602.20-33 Water and Sewer	4,000	2,000	6,000
123-5901-602.20-34 Telephone	10,400	5,200	15,600
123-5901-602.20-36 Natural Gas	4,000	2,000	6,000
123-5901-602.20-40 Travel Expense	11,600	5,800	17,400
123-5901-602.20-41 Registration Fees/ Tuition	5,200	2,600	7,800
123-5901-602.20-42 Personal Vehicle Reimburs	400	200	600
123-5901-602.20-43 Dues & Memberships	9,000	4,500	13,500
123-5901-602.20-44 Literature/ Subscriptions	1,400	700	2,100
123-5901-602.20-45 Training	5,200	2,600	7,800
123-5901-602.20-52 Medical Services	1,400	700	2,100
123-5901-602.20-54 Machinery/ Equip Rental	6,400	3,200	9,600
123-5901-602.20-55 Repairs & Maintenance	37,600	18,800	56,400
123-5901-602.20-56 Repairs & Maint-Vehicles	200,000	70,000	270,000
123-5901-602.20-69 Stormwater Fee Expense	400	200	600
123-5901-602.20-75 Temporary Employees	24,400	12,200	36,600
123-5901-602.20-99 Miscellaneous	227,004	20,000	247,004
123-5901-602.30-10 Office Supplies	9,000	4,500	13,500
123-5901-602.30-11 Postage	1,000	500	1,500
123-5901-602.30-12 Food	2,200	1,100	3,300
123-5901-602.30-20 Operating Supplies & Tool	15,400	7,700	23,100
123-5901-602.30-22 Maintenance Supplies	12,800	5,400	18,200
123-5901-602.30-26 Sign Parts & Supplies	2,600	1,300	3,900
123-5901-602.30-29 Clothing & Uniforms	10,400	5,200	15,600
123-5901-602.30-44 Motor Pool Charges	800	400	1,200
123-5901-602.30-68 Covid-19	0	0	0
123-5901-602.40-68 Covid-19	0	0	0
123-5901-602.50-10 Buildings	4,000	2,180	6,180
123-5901-602.50-26 Vehicle Ins Chgd by FLM	5,200	2,600	7,800
123-5902-602.20-56 Repair & Maint-Vehicles	170,000	0	170,000
Totals:	2,414,374	1,039,600	3,453,974

FY22 Operations Grant (FTA024)**Revenues:**

123-0000-332.90-00	Dept of Transportation	\$ 669,800	\$ (669,800)	\$ 0
123-0000-391.01-00	From General Fund	369,800	(369,800)	0
Totals:		1,039,600	(1,039,600)	0

Expenditures:

123-5901-602.10-10	Salaries & Wages	\$ 602,220	\$ (602,220)	\$ 0
123-5901-602.10-11	Overtime	10,000	(10,000)	0
123-5901-602.10-20	Social Security	44,070	(44,070)	0
123-5901-602.10-30	Group Health Insurance	89,520	(89,520)	0
123-5901-602.10-41	TCRS Retirement	52,510	(52,510)	0
123-5901-602.10-43	ICMA Retirement	35,430	(35,430)	0
123-5901-602.10-50	Life Insurance	1,410	(1,410)	0
123-5901-602.10-52	Long Term Disability Ins	960	(960)	0
123-5901-602.10-60	Workmen's Compensation	570	(570)	0
123-5901-602.10-61	Unemployment Insurance	880	(880)	0
123-5901-602.20-10	Advertising & Publication	1,000	(1,000)	0
123-5901-602.20-11	Printing & Binding	2,250	(2,250)	0
123-5901-602.20-20	Professional/Consultant	10,000	(10,000)	0
123-5901-602.20-21	Accounting & Auditing	2,000	(2,000)	0
123-5901-602.20-30	Electric Service	5,200	(5,200)	0
123-5901-602.20-33	Water and Sewer	2,000	(2,000)	0
123-5901-602.20-34	Telephone	5,200	(5,200)	0
123-5901-602.20-36	Natural Gas	2,000	(2,000)	0
123-5901-602.20-40	Travel Expense	5,800	(5,800)	0
123-5901-602.20-41	Registration Fees/ Tuition	2,600	(2,600)	0
123-5901-602.20-42	Personal Vehicle Reimburs	200	(200)	0
123-5901-602.20-43	Dues & Memberships	4,500	(4,500)	0
123-5901-602.20-44	Literature/ Subscriptions	700	(700)	0
123-5901-602.20-45	Training	2,600	(2,600)	0
123-5901-602.20-52	Medical Services	700	(700)	0
123-5901-602.20-54	Machinery/ Equip Rental	3,200	(3,200)	0
123-5901-602.20-55	Repairs & Maintenance	18,800	(18,800)	0
123-5901-602.20-56	Repairs & Maint-Vehicles	70,000	(70,000)	0
123-5901-602.20-69	Stormwater Fee Expense	200	(200)	0
123-5901-602.20-75	Temporary Employees	12,200	(12,200)	0
123-5901-602.20-99	Miscellaneous	20,000	(20,000)	0
123-5901-602.30-10	Office Supplies	4,500	(4,500)	0
123-5901-602.30-11	Postage	500	(500)	0
123-5901-602.30-12	Food	1,100	(1,100)	0
123-5901-602.30-20	Operating Supplies & Tool	7,700	(7,700)	0
123-5901-602.30-22	Maintenance Supplies	5,400	(5,400)	0
123-5901-602.30-26	Sign Parts & Supplies	1,300	(1,300)	0
123-5901-602.30-29	Clothing & Uniforms	5,200	(5,200)	0
123-5901-602.30-44	Motor Pool Charges	400	(400)	0
123-5901-602.50-10	Buildings	2,180	(2,180)	0
123-5901-602.50-26	Vehicle Ins Chgd by FLM	2,600	(2,600)	0
Totals:		1,039,600	1,039,600	0

Account Number/Description:**Solid Waste Project Fund: 455****Landfill New Cell Construction (DL2000)****Revenues:**

	Budget	Incr/<Decr>	New Budget
\$	\$	\$	\$
455-0000-391.05-30 2014 A GO Bonds	494,649	(10,385)	484,264
455-0000-391.13-00 From Solidwaste Mgmt Fund	765,736	(252,843)	512,893
Totals:	1,260,385	(263,228)	997,157

Expenditures:

	Budget	Incr/<Decr>	New Budget
\$	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	298,393	(36,235)	262,158
455-0000-601.90-03 Improvements	961,992	(226,993)	734,999
Totals:	1,260,385	(263,228)	997,157

Demo Landfill (DL2201)**Revenues:**

	Budget	Incr/<Decr>	New Budget
\$	\$	\$	\$
455-0000-391.05-30 2014 A GO Bonds	0	10,385	10,385
455-0000-391.13-00 From Solid Waste Fund	200,000	92,843	292,843
Total:	200,000	103,228	303,228

Expenditures:

	Budget	Incr/<Decr>	New Budget
\$	\$	\$	\$
455-0000-601.90-04 Equipment	200,000	103,228	303,228
Total:	200,000	103,228	303,228

Solid Waste Equipment (DL2202)**Revenues:**

	Budget	Incr/<Decr>	New Budget
\$	\$	\$	\$
455-0000-391.13-00 From Solid Waste Fund	0	160,000	160,000
Total:	0	160,000	160,000

Expenditures:

	Budget	Incr/<Decr>	New Budget
\$	\$	\$	\$
455-0000-601.90-04 Equipment	0	160,000	160,000
Total:	0	160,000	160,000

Account Number/Description:**Fund 511: Fleet Maintenance Fund****Revenues:**

	Budget	Incr/(Decr)	New Budget
\$	\$	\$	\$
511-0000-392.01-00 Fund Balance Appropriation	7,586,255	639,473	8,225,728
Totals	7,586,255	639,473	8,225,728

Expenditures:

	Budget	Incr/(Decr)	New Budget
\$	\$	\$	\$
511-5008-501.90-10 Replacement Vehicles	6,471,675	639,473	7,111,148
Totals	6,471,675	639,473	7,111,148

Account Number/Description:
Sewer Project Fund: 452
Pump St Imp O&M (SW2200)

<u>Revenues:</u>	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	325,000	(5,000)	320,000
<i>Totals:</i>	325,000	(5,000)	320,000

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.90-19 Pump Stations	325,000	(5,000)	320,000
<i>Totals:</i>	325,000	(5,000)	320,000

Litigation Contingency (SW2208)

<u>Revenues:</u>	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	0	5,000	5,000
<i>Totals:</i>	0	5,000	5,000

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-20 Professional/Consultant	0	5,000	5,000
<i>Totals:</i>	0	5,000	5,000

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, City Attorney

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



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26

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

Action Form No.: AF-160-2022
Work Session: June 6, 2022
First Reading: N/A

Final Adoption: June 7, 2022
Staff Work By: Staff
Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Each year the City of Kingsport enters into agreements with the State for reimbursement of maintenance performed on state routes in the city limits. The main agreement includes Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard and limited portions of Rock Springs Road, Rock Springs Drive and Poplar Grove. Maintenance activities for this agreement include: shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control. A separate agreement covers John B. Dennis and a limited portion of I-26. Activities on these two roads include litter and mowing. Tracked on a monthly basis, these activities are performed by Traffic Engineering, Street Maintenance and Right-of-Way Maintenance. Reimbursement is requested no more than monthly based on the terms of the contract. Most costs are reimbursed at \$0.17 per square yard, an increase of \$.02 per square yard. Reimbursement is limited to 12 litter control cycles and 6 mowing cycles annually. The limiting amount of the contract is \$289,784.37 for FY 2023. Total roadway surface equals 1,592,301 square yards. Mowing acreage totals 201, and litter control covers 150.72 miles. Mowing reimbursement has increased from \$45/acre to \$50/acre and mowing has increased from \$50/mile to \$60/mile. Mowing and litter control for John B. Dennis and I-26 includes 138.47 acres of mowing and 24.57 miles of litter control for a total contract amount of \$59,240.40.

Attachments:

1. Resolution
2. 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: *gm*

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

RESOLUTION NO. _____

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

WHEREAS, the city desires to enter into 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 located in the Kingsport city limits; and

WHEREAS, the routes included in the contract are Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard; and

WHEREAS, the maintenance activities include shoulder work, snow removal, spot patching, ditch work, crack sealing, paint and striping, sweeping, mowing and litter control; and

WHEREAS, the maximum amount of this contract is \$289,784.37 for fiscal year 2023; and

WHEREAS, a separate contract provides reimbursement for mowing and litter removal along John B. Dennis Highway and a limited portion of Interstate 26 consisting of 138.47 acres of mowing and 25.57 miles of litter removal; and

WHEREAS, the maximum amount of this contract is \$52,240.40 for fiscal year 2023.

Now therefore,

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

SECTION I. That an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits 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 the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits 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 as follows:

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract#: CMA 2314

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred eighty-nine thousand seven hundred eighty-four dollars and thirty-seven cents (\$289,784.37). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey

3213 North Roan St.

Johnson City, TN 37601

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

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any

other contract the Contractor has with the State of Tennessee, may be made by ACH; and

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

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

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

D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as

requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brian Ramsey

District 17 Operations Supervisor

State of Tennessee Department of Transportation 3213 North Roan St.

Johnson City, TN 37601 Brian.Ramsey@tn.gov Telephone# (423) 282-0651

FAX# (423) 854-5310

The Contractor:

Ryan McReynolds Public Works Director

225 West Center Street Kingsport, TN 37660-4237 RyanMcReynolds@KingsportTN.gov

Telephone# (423) 229-9398

Fax# (423) 229-9473

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E.5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits 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 an agreement with State of Tennessee Department of Transportation for maintenance along John B. Dennis Highway and Interstate 26 consisting of mowing and litter removal is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the State of Tennessee Department of Transportation for mowing and litter removal along John B. Dennis Highway and Interstate 26 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 as follows:

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract #: CMA 2315

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of

the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty-nine thousand two hundred forty dollars and forty cents (\$59,240.40). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C. 3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey

3213 North Roan St.

Johnson City, TN 37601

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

(1) Invoice Number (assigned by the Contractor)

(2) Invoice Date

- (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
 - b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any

service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

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

D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including,

but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brian Ramsey

District 17 Operations Supervisor

State of Tennessee Department of Transportation 3213 North Roan St.

Johnson City, TN 37601 Brian.Ramsey@tn.gov Telephone# (423) 282-0651

The Contractor:

Ryan McReynolds Public Works Director

225 West Center Street Kingsport, TN 37660-4237 RyanMcReynolds@KingsportTN.gov

Telephone# (423) 229-9398

Fax# (423) 229-9473

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E.5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

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

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

ADOPTED this the 7th day of June, 2022.

ATTEST:

PATRICK W. SHULL, MAYOR

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

“EXHIBIT B”
CITY OF KINGSPORT
MAXIMUM ALLOWABLE EQUIPMENT RATES
2022-2023 FISCAL YEAR

LABOR RATES **Beginning July 1, 2022 and ending June 30, 2023**

Job Title Classification	Low Rate	High Rate
Maintenance Worker I	\$14.64	\$23.06
Maintenance Worker II	15.01	23.64
Equipment Operator I	15.38	24.23
Traffic Maintenance Technician	13.94	21.95
Equipment Operator II	16.57	26.09
Traffic Control Technician	15.01	23.64
Crew Leader	17.84	28.10
Foreman	19.21	30.27
Manager	27.82	43.82

1. NOTE: WHERE EMPLOYEES MIGHT BE REQUIRED TO WORK IN AN OVERTIME STATUS, REIMBURSEMENT WILL BE MADE AT TIME AND ONE-HALF (1.5 TIMES EMPLOYEE’S BASE RATE OF PAY).
2. NOTE: A FEE OF 30% FRINGE BENEFITS WILL BE CHARGED TO THE ABOVE LABOR PERFORMANCE RATES.



AGENDA ACTION FORM

A Resolution to Amend the Professional Services Agreement with Gresham, Smith, & Partners for Engineering Design Services for the Wastewater Storage Facility Project

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

Action Form No.: AF-157-2022
 Work Session: June 6, 2022
 First Reading: N/A

Final Adoption: June 7, 2022
 Staff Work By: Chad Austin
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Our overall Wastewater Master Plan was developed in 2009, and is currently being updated. The plan evaluated current and future flows and system capacity throughout the system to determine what upgrades were required to best serve our customers, support growth and to stay in compliance with our NPDES permit. Through the master plan, it was determined that a storage facility is needed adjacent to the Wastewater Treatment Plant to alleviate the effects of inflow and infiltration into the sewer system. During heavy rain events there are key areas that experience sanitary sewer overflows. These overflows are in violation of our NPDES permit. The storage facility will store excess flow, eliminate overflows and equalize flow into the Wastewater Treatment Plant. The facility is tentatively designed to have 5.5 million gallons of capacity.

We have been working with Gresham, Smith & Partners since 2012 to find the best size, location, layout, and conceptual design of the Storage Facility. We entered into a design service agreement with GS&P in July 2020 for these services. Our due diligence to determine the best possible size, location and design has extended the work on this project, requiring an amendment to the contract with GS&P. We will be provided with 60%, 90%, and 100% design plans, working with our staff each step of the way. All permits and approvals will also be provided, so that we will have a final set of design plans, ready to bid in FY23.

This cost of this amendment is \$158,813.00 bringing the final design cost to \$695,813.00. Funding is available and identified in project #SW2002.

Attachments:

1. Resolution
2. Original Contract
3. Location Map

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	—	—	—

RESOLUTION NO. _____

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

WHEREAS, in June, 2020, the board approved Resolution No. 2020-221, authorizing the mayor to sign an agreement with Gresham, Smith & Partners for the Engineering Services for the Wastewater Storage Facility Project; and

WHEREAS, efforts to determine the best possible size, location and design has extended the work on this project, requiring an amendment to the agreement; and

WHEREAS, the cost of this amendment is \$158,813.00 bringing the final design cost to \$695,813.00, and funding is available and identified in project #SW2002.

Now therefore,

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

SECTION I. That an amendment to the agreement with Gresham, Smith & Partners for the Engineering Services for the Wastewater Storage Facility Project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Gresham, Smith & Partners for the Engineering Services for the Wastewater Storage Facility Project, 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 amendment being generally as follows:

**EXHIBIT G – Amendment to Owner-Engineer Agreement
Amendment No. 1**

The Effective Date of this Amendment is: _____, 2022

Background Data

Effective Date of Owner-Engineer Agreement: June 17, 2020 Owner: City of Kingsport

Engineer: Gresham Smith

Project: Reedy Creek Wastewater Storage Facility

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications: Update and revise the Schematic Design Report (SDR) dated May 2013 due to potential codes changes and changes resulting from negotiations with the property owner adjacent to the wastewater storage tank site. Additionally, increase the schedule resulting from impact of property acquisition. Finally, adjust hourly billing rates due to schedule delay and incorporate additional fee for updating and revising the SDR.

Agreement Summary:

The scope of the Project is based on (1) recommendations presented in the Camp, Dresser & McKee (now CDM Smith) January 2010 draft report entitled *Sanitary Sewer System, Study Phase II*; (2) the April 2, 2012 report entitled *Preliminary Engineering Report, Reedy Creek Wastewater Storage and Pumping Facilities* prepared by Engineer; and (3) April 5, 2013 *Schematic Design Report* prepared by Engineer, (4) additional survey provided by LandTech Engineering and Surveying on March 11, 2021, (5) tank size recommendation of 4.5 MG provided by the Owner on July 1, 2021 based on CDM Smith recommendations provided in an additional analysis report, and (6) tank design volume of 5.5 MG per the Owner (7) Two Circular Tanks Site Layout revision (2 tanks at 2.75 MGD each) provided to the Owner and accepted on March 29, 2022.

The Project generally includes a new off-line wet weather equalization facility consisting of 5.5 million gallons of equalization storage, equalization pumping station, and related improvements. The Project will mitigate peak wastewater conditions in the collection system to reduce the frequency of occurrence of sanitary sewer overflows in the Reedy Creek sewer basin and at the wastewater treatment plant (WWTP). The proposed facility site is adjacent to the existing WWTP influent pumping station on West Industry Drive.

Original agreement amount:	\$537,000.00
Net change for prior amendments:	\$0.00
This amendment amount:	\$158,813.00
Adjusted Agreement amount:	\$695,813.00
Change in time for services (days or date, as applicable):	June 30, 2023

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

In witness whereof, the parties have caused their duly authorized representatives to execute this Amendment as of the date shown below.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Scope of Design Phase Services

for

Reedy Creek Wastewater Storage Facility

for the

City of Kingsport, Tennessee

May 2020



**Gresham
Smith**

222 Second Avenue South, Suite 1400
Nashville, Tennessee 37201-2308

1. SCOPE OF SERVICES

a. General

Gresham Smith (Engineer) will provide professional engineering, technical, and support services for the Reedy Creek Wastewater Storage Facility project (Project) for the City of Kingsport, Tennessee (Owner). The scope of the Project is based on (1) recommendations presented in the Camp, Dresser & McKee (now CDM Smith) January 2010 draft report entitled *Sanitary Sewer System, Study Phase II*; (2) the April 2, 2012 report entitled *Preliminary Engineering Report, Reedy Creek Wastewater Storage and Pumping Facilities* prepared by Engineer; and (3) the April 5, 2013 *Schematic Design Report* prepared by Engineer. The Project generally includes a new off-line wet weather equalization facility consisting of a 7-million-gallon equalization tank, 14-million-gallon per day pumping station, and related improvements.

The Project will mitigate peak wastewater conditions in the collection system to reduce the frequency of occurrence of sanitary sewer overflows in the Reedy Creek sewer basin and at the wastewater treatment plant (WWTP). The proposed facility site is adjacent to the existing WWTP influent pumping station on West Industry Drive.

The detailed scope of services, schedule and compensation for the design phase of the Project are presented herein.

b. Project Planning and Initiation

- 1) Upon receipt from Owner of an executed Agreement and notice to proceed, Engineer will:
 - a) Prepare a draft Project Schedule for review with Owner at the Project kick-off meeting;
 - b) Distribute to the Project design team for review, comments & questions a copy of the 2013 *Schematic Design Report*;
 - c) Schedule and conduct a Project Kickoff Meeting/Preliminary Design Workshop w/Owner, the purpose of which will be to review and discuss Project scope, schedule, deliverables and design team comments and questions regarding the schematic design; and validate the schematic design as established in the 2013 *Schematic Design Report* or agree to changes thereto;
 - d) Prepare and distribute for review a draft summary of the Kickoff Meeting/Preliminary Design Workshop; revise the summary to incorporate or otherwise address review comments; and publish the

- Kickoff Meeting/Preliminary Design Workshop Summary, including action items;
- e) Based upon the proceedings of the Kickoff Meeting/Preliminary Design Workshop, update as necessary and publish the Project Schedule in “.pdf” format; and
- f) Prepare and provide to Owner monthly updates to the Master Project Schedule.
- 2) Project Planning and Initiation deliverables will include:
 - a) Draft and final electronic copies of Kickoff Meeting/Preliminary Design Workshop Summary;
 - b) Project Schedule, including monthly updates as the Project progresses.
- 3) Assumptions
 - a) Engineer’s participants in the Project Kick-off Meeting/Preliminary Design Workshop will include the Project Executive, Project Manager, and Lead Process Engineer; additional team members may participate via teleconference or videoconference.
- c. Preliminary Design
 - 1) Engineer’s Preliminary Design services will include the following:
 - a) Provide survey services to update and supplement the 2012 site survey performed as part of the Schematic Design phase of the Project including incorporating the new Reedy Creek trunk sewer and related work;
 - b) Prepare an addendum to the *Schematic Design Report* to document changes to the schematic design including changes to applicable codes and standards, changed site conditions, and any changes requested by Owner during the Preliminary Design Workshop; submit the draft addendum in portable digital format (“.pdf”) to Owner for review and comment; revise the addendum to incorporate or otherwise address review Owner’s comments, and publish the addendum in “.pdf” format and up to three hard copies;
 - c) Prepare Preliminary (60%) Design documents consisting of preliminary drawings, and an outline of the technical specifications for each professional discipline, including civil/site, structural, process, electrical, instrumentation and controls (I&C), mechanical (HVAC), and odor control engineering; architecture; and landscape architecture;

- d) Based upon the information contained in the 60% Design documents, prepare an updated Opinion of Probable Construction Cost (OPCC);
 - e) Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services;
 - f) Furnish three full-size hard-copies of the 60% Design documents to Owner for review and participate in a 60% Design review meeting with Owner's staff; and
 - g) Publish a 60% Design review meeting summary to document Owner's comments and Engineer's responses to comments, i.e. how the comments will be resolved (e.g. via plans revisions or other).
- 2) Preliminary Design deliverables will include:
- a) Draft and final copies of Addendum No. 1 to *Schematic Design Report* in ".pdf" format and up to three hard copies of final version;
 - b) Three full-size hard copies and one ".pdf" copy of Draft 60% Design documents listed in subparagraph c; and
 - c) Draft and final 60% Design review meeting summary in ".pdf" format.
- 3) Assumptions
- a) Engineer will use the 30% Design documents prepared in 2013 as part of the *Schematic Design Report* as the basis for design drawings, including the electronic and three-dimensional model prepared in Autodesk Civil 3D™ and Revit™.
 - b) Engineer's participants in the 60% Design Review Meeting will include the Project Executive, Project Manager, and Lead Process Engineer; additional team members may participate via teleconference or videoconference.
 - c) Engineer understands that, as of the date of this Agreement, acquisition by Owner of one or more tract(s) of property that comprise the Project site has yet to occur. Assisting Owner with property and/or easement acquisition, including preparation of deed or easement documents, drawings and/or legal descriptions, as well as assistance with property rezoning, is excluded from Engineer's scope of services.
 - d) CADD files will not be provided as deliverables. Electronic deliverables will be in ".pdf" format.

d. Final (90%) Design

- 1) Upon receipt of authorization to proceed, Engineer will:
 - a) Prepare 90% Design documents consisting of Drawings and Specifications indicating the scope, extent, and character of the Work to be performed, and "front-end" contract documents (e.g. Bid Form, Instructions to Bidders, Agreement, Bonds, General Conditions, etc.) in a form suitable for use by Owner in bidding the Work and entering into a Construction Contract with the successful Bidder;
 - b) In accordance with the rules of the State of Tennessee governing construction site storm water, prepare a site-specific Storm Water Pollution Prevention Plan (SWPPP) conforming to applicable guidelines;
 - c) Based upon the information contained in the 90% Design documents, update the OPCC;
 - d) Furnish three full-size hard copies of the 90% Design documents and updated OPCC for review by Owner and participate in a 90% Design review meeting with Owner's staff;
 - e) Publish a 90% Design review meeting summary in ".pdf" format to document Owner's comments and Engineer's responses thereto; and
 - f) Revise the 90% Design documents to incorporate or otherwise address Owner's review comments and furnish to Owner three full-size hard copies and one electronic (.pdf) copy of the "Near Final" 95% Design documents on reproducible electronic media (e.g. flash drive).
- 2) Final (90%) Design deliverables will include:
 - a) Draft and final 90% Design review meeting summary in ".pdf" format; and
 - b) Three full-size hard copies and one electronic ".pdf" copy of Draft and Final 90% Design documents, including updated OPCC.
- 3) Assumptions
 - a) Unless otherwise directed, Engineer will incorporate Owner's "front-end" documents and applicable standard City specifications into the 90% Design documents.
 - b) Engineer's participants in the 90% Design Review Meeting will include the Project Executive, Project Manager, and Lead Process

Engineer; additional team members may participate via teleconference or videoconference.

- c) With regard to soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost, schedule and/or execution. These conditions and cost, schedule and/or execution effects are outside of the control and responsibility of Engineer.

e. Permits and Approvals

- 1) Upon receipt of authorization from Owner, Engineer will:
 - a) Submit, on Owner's behalf, 95% Design documents and required forms, fees and supporting documentation to the Tennessee Department of Environment and Conservation (TDEC), Division of Water Resources for review and approval;
 - b) Submit, on Owner's behalf, documents, required forms, fees and supporting information required for coverage under the State of Tennessee NPDES Permit for storm water associated with construction activity;
 - c) Submit, on Owner's behalf, documents, required forms, fees and supporting information required for City of Kingsport approval of applicable portions of the Project; and
 - d) In the event comments are received from TDEC or other AHJs, coordinate with Owner and prepare, on Owner's behalf, responses to comments and any necessary revisions to the 95% Design documents, SWPPP, or supporting documents to enable issuance of permits and approvals.
- 2) Deliverables will include Final Design Documents bearing the stamp of approval of the TDEC, notice of coverage under the State of Tennessee construction stormwater permit, and copies of permits and approvals from other AHJs required for the project.
- 3) Assumptions
 - a) The proposed site of the new EQ facility is adjacent to an existing CSX Transportation railroad right-of-way; however, Engineer does not anticipate the Project will impact CSX or its right-of-way.

Accordingly, coordination with CSX Transportation on behalf of Owner, including but not limited to correspondence, preparation of applications, supporting documentation, approvals and/or letters of no-contest are excluded from Engineer's scope of services.

- b) Engineer understands Owner has yet to establish a schedule for commencement of Bid and Construction phase services. Since certain permits and approvals mandate commencement of construction within a specific timeframe, it is prudent to apply for these permits and approvals in a timely manner once the dates for commencement of the Bid and Construction phases are established. Owner will provide no less than 45 calendar days' notice to Engineer before advertising the Work for bids to allow Engineer sufficient time to apply for and obtain on Owner's behalf the necessary permits and approvals from authorities having jurisdiction to approve the Work.
- c) In the event Owner elects to postpone application for permits and approvals for more than six months after completion of the Design phase, Owner agrees that Engineer may be entitled to an adjustment in compensation and will negotiate a mutually agreeable amendment to the Agreement.
- d) In the event the Project is not approved by TDEC or other AHJs due to circumstances beyond Engineer's control, Engineer shall be entitled to full compensation for services associated with Permits and Approvals.
- e) Upon receipt of all permits and approvals required for the Project, the Design Documents will be considered 100% complete, "Bid Documents" suitable for use by Owner in soliciting competitive bids from qualified contractors to perform the Work. Production of Bid Documents and Engineer's final OPCC will be provided to Owner during the anticipated subsequent Bid/Negotiation phase of the Project.
- f) Engineer's proposed compensation and schedule are based on preparation of documents for construction of the Work under a single prime contract. If Owner elects to deliver the Work under more than one prime contract, Engineer shall be entitled to an equitable increase in compensation and schedule to prepare multiple bid packages.
- g) Bid and Construction phase services are excluded from Engineer's scope of services. Should Owner elect to engage Engineer to provide Bid and/or Construction phase services for the Project, Owner and

Engineer will negotiate and execute an amendment to this Agreement prior to Owner's requesting services of Engineer.

- h) Engineer's deliverables will not include a Building Information Model (BIM) deliverable.

Engineer's services under this Agreement will be considered complete upon delivery to Owner of the TDEC-approved final documents and copies of permits and approvals from other AHJs.

2. SCHEDULE

Engineer will commit the resources necessary to complete the scope of services described herein in a timely manner. Anticipated durations for the design phase milestones are presented in Table 2-1.

Table 2-1: Projected Milestone Schedule

Project Milestone	Anticipated Duration, Weeks
Planning & Initiation	5
60% Design	19
90% Design	14
Permits and Approvals	6
Total	44

As stated in paragraph 1.b, Engineer will prepare and maintain throughout the Project a Project Schedule that will include detailed list of tasks to be completed and the associated durations and dates for completion. Engineer will provide a copy of the schedule to Owner as well as periodic updates as the design phase progresses.

The proposed schedule is contingent upon timely receipt of critical design info from the Owner and Owner's consultants. In the event Engineer is delayed in performance of services by any act or negligence of Owner or any agent therefor, or by Acts of God, pandemic, strikes, lockouts, accidents, or other events beyond the control of Engineer, Owner and Engineer agree that Engineer's compensation and the schedule for the affected task(s) shall be equitably adjusted. In the event

delays to the Project are encountered for any reason, Engineer and Owner agree to undertake reasonable steps to mitigate the effect of such delays.

3. COMPENSATION

Engineer will perform the scope of services described herein at the personnel hourly rates listed on the Compensation Schedule included herewith as Exhibit A-1, plus reimbursement for expenses directly related to the work including reimbursement for mileage at the prevailing federal reimbursement rate and reimbursement for agency review fees as required. The total not-to-exceed fee including all personnel labor, reimbursable expenses, travel, agency fees, and allowances is \$537,000. The distribution of the proposed compensation by Project component is presented in Table 3-1.

Table 3-1: Design Phase Compensation Summary

Description	Compensation
Design Phase Labor	\$520,000
Allowance for Supplemental Services - additional Survey services, including Engineer's 5% subconsultant mark-up	\$8,000
Allowance for Reimbursable Expenses, including Travel and Permit Review Fees	\$9,000
Total Not-to-Exceed Compensation	\$537,000

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants (e.g. surveyor), those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05. Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Exhibit A-1
Compensation Schedule

Code	Personnel Classification	Hourly Rate
P9	Project Executive; Sr. Project Mgr.; Sr. Engineer (Process, Electrical/I&C)	\$230
P8	Sr. Engineer (Structural, Mechanical); Sr. Architect	\$210
P7	Senior Professional	\$190
P6	Sr. Engineer (Civil); Project Architect; Sr. Landscape Architect	\$175
P5	Project Mgr.; Project Engineer (Process, Mechanical); Landscape Architect	\$155
P4	Project Engineer (Civil, Structural)	\$140
P3	Staff Engineer/Architect/Landscape Architect	\$125
P2	Staff Professional	\$110
P1	Engineering/Architectural Intern	\$95
T6	Senior Mechanical Designer	\$160
T5	Senior Process Designer	\$150
T4	Senior Civil Designer	\$130
T3	Senior Design Technician	\$110
T2	Senior CADD Technician/Architectural Designer	\$90
T1	CADD Technician/Drafter	\$70
S3	Project Analyst/Assistant Project Manager	\$150
S2	Sr. Administrative Professional/Construction Administrator	\$95
S1	Administrative Assistant	\$75

Reimbursable expenses, including long distance telephone and fax charges, printing and copying charges, specialized equipment rental, and project related travel expenses, shall be invoiced at cost with no mark-up. Automobile mileage will be invoiced at the prevailing federal reimbursement rate. Subconsultant fees will be invoiced at cost plus five percent.

Wastewater Storage Facility

Write a description for your map.

W Center St

Netherland Inn Rd

Two Circular Wastewater Storage Facilities -
approx. 5.5 Million Gallons total.
Facilities will be partially submerged in
ground to limit height above ground.

Wastewater Plant

Fleet Maintenance

Google Earth

© 2020 Google

500 ft



AGENDA ACTION FORM

A Resolution Authorizing an Agreement with Barge Design to Complete Wastewater Treatment Plant Master Plan

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

Action Form No.: AF-161-2022
 Work Session: June 6, 2022
 First Reading: N/A

Final Adoption: June 7, 2022
 Staff Work By: Niki Ensor
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary

Approved in the FY22 budget, the wastewater treatment plant master plan will be a guiding document to meet future regulations and permit requirements. The plan will include a review of current and future regulatory requirements, a facility condition assessment, loading projections and alternatives analysis with recommendations. The master plan will also include an evaluation of current bio-solids disposal practices and limitations, as well as, a market analysis by Material Matters to develop a multi-pronged approach to solids disposal. The City will utilize this plan to guide future decision making, prioritization of projects and funding required for the waste water treatment plant over the next 30 years.

Barge Design was selected by a staff committee that evaluated seven proposals and subsequently interviewed three engineering firms through a qualification based selection process. The sum of Barge's services for this project will be \$438,000.00. The Funding is allocated in the sewer operating fund.

Attachments:

1. Resolution
2. Barge design proposal

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

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

WHEREAS, the city has been working on updating the Wastewater Treatment Plant Master Plan; and

WHEREAS, the wastewater treatment plant master plan will be a guiding document to meet future regulations and permit requirements, and the plan will include a review of current and future regulatory requirements, a facility condition assessment, loading projections and alternatives analysis with recommendations; and

WHEREAS, the master plan will also include an evaluation of current bio-solids disposal practices and limitations, as well as, a market analysis by Material Matters to develop a multi-pronged approach to solids disposal; and

WHEREAS, the city will utilize this plan to guide future decision making, prioritization of projects and funding required for the waste water treatment plant over the next 30 years; and

WHEREAS, Barge Design was selected by a staff committee that evaluated seven proposals and subsequently interviewed three engineering firms through a qualification based selection process, and the sum of Barge's services for this project will be \$438,000.00; and

WHEREAS, funding is allocated in the sewer operating fund.

Now therefore,

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

SECTION I. That an agreement with Barge Design to complete the Wastewater Treatment Plant Master Plan 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 Barge Design to complete the Wastewater Treatment Plant Master Plan, 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 mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 7th day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for City of Kingsport (City) Wastewater Treatment Plant Master Plan, in accordance with the Master Professional Services Agreement (Agreement) dated _____. The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule
- IV. Compensation
- V. Additional Services

I. Project Description

The City has requested that Barge prepare a planning document (Master Plan) for phased capital improvements and potential upgrades over the next 30 years at the wastewater treatment plant (WWTP). The Master Plan will be a guide to City leadership as they make decisions for the future. A list of recommended improvements will be developed and organized into various planning horizons over the next 30-year period. Planning horizons will be 0-2 years (2023-2025), 3-5 years (2026-2028), 6-10 years (2029-2033), and 11-30 years (2034-2053). The City can use the findings from the Master Plan to prioritize the recommended improvements to determine which projects will be funded and how much funding is necessary for critical and near term (0-2 and 3-5 year) planning horizons.

Components of the plan include regulatory considerations, facility condition assessment, loading projections, alternatives development and evaluations, and recommendations. Lastly, the City has requested that Barge assist with identification of potential funding sources for implementation of critical and near-term improvements.

II. Scope of Services

The scope of services is summarized into the following major tasks:

- Task 1 – Regulatory Review
- Task 2 – Wastewater Treatment Plant Condition Assessment
- Task 3 – Population, Wastewater Loading, and Solids Production Projections
- Task 4 – Alternatives Development, Evaluation, and Recommendations
- Task 5 – Master Plan Report

The following sections provide a description of the purpose, activities, deliverables, and assumptions anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff and subconsultants, coordinate meetings with City staff, and submit monthly invoices with updated schedules and budgets as applicable.

The project is assumed to have a 12-month duration.

Task 1 - Regulatory Review

Barge will review existing wastewater treatment plant permits, data, and regulations, including available information on potential future regulations, as part of this task of our assessment and master planning process. Additionally, Barge will perform select sampling during this task to support future tasks. We anticipate this task to include:

- Regulatory Review
 - Review existing WWTP discharge permit and the last 3 years of monthly operating data.
 - One meeting with TDEC in Nashville to understand Total Maximum Daily Load implications.
 - Review current and anticipated effluent discharge nutrient limits and biosolids standards and regulations anticipated to occur within the planning horizons.
 - Evaluate potential impacts to the WWTP of current and anticipated regulations, including the pending 303(d) listing for the South Fork Holston River (the City's discharge location).
 - Prepare a summary of current and potential biosolids regulations that could apply to the City's disposal options, and implications that may have for long-term disposal options.
 - Prepare a technical memorandum (TM) that summarizes the anticipated regulations over the planning horizons and their potential impacts to WWTP operations.
- Wastewater Sampling
 - Perform nutrient sampling once for permitting implications and to enhance Bio Win model process evaluation in Task 4.

- Perform sampling and analysis of biosolids to evaluate potential for PFAS regulation impacts on disposal. The scope includes up to six biosolids samples.
- Workshop
 - Conduct a workshop with the City to review of anticipated regulations and impact to operations, as well as potential changes in treatment technology and options for addressing the identified needs.

Deliverables:

The following deliverables will be provided as part of this task:

- Anticipated regulations and impact to operations TM
- Biosolids sampling results
- Phosphorus and nitrogen sampling results

Assumptions:

The following assumptions are applicable to the above scope of services:

- One meeting with TDEC in Nashville is anticipated and included.
- Barge will perform up to six biosolids samples.
- Barge will perform nutrient sampling once.

Task 2 - Wastewater Treatment Plant Condition Assessment

This task includes an assessment of the City's WWTP to determine the general condition and useful life of the primary treatment components. The specific activities included in this task are as follows:

- Coordinate with City staff to determine asset management goals, protocols and collection parameters for the City's Cartegraph system, such as unique asset identification names and numbers, condition ratings, and other key information needed for long-term asset management. Data will be collected in a manner that Barge could export to Cartegraph.
- Review plant data such as historical wastewater flows, solids production rates, chemical usage, plant effluent data, and work order history.
- Review historical design documents along with plant data to assess the treatment capacities of each major process unit.

- Perform a site visit to the WWTP to evaluate process, structural, architectural, mechanical, electrical and instrumentation components. WWTP operator staff will accompany the team in order to describe issues that currently exist. Site security, reliability and single points of failure will also be reviewed and discussed with plant staff.
- Identify equipment assets and apply a Likelihood of Failure (LoF) score for each asset. The LoF score is plotted on an asset-pertinent degradation curve to estimate when the asset would fail. Barge's proprietary ForeSight tool then uses estimated rehabilitation or replacement budgetary numbers to not only define when the asset will likely fail but how much the rehabilitation or replacement of that asset will cost. The output is a detailed list and content that will assist in prioritization and phasing on future projects.
- Review the City's current biosolids management practices and meet with plant management and staff to understand the drivers and limitations of current practices. Review disposal options including market analysis performed by Material Matters. Prepare memorandum summarizing the biosolids evaluation.
- Prepare a summary of the key items identified during the site visits by each discipline for the City's review.
- Conduct a workshop with the City to discuss preliminary WWTP condition assessment findings, as well as potential changes in treatment technology and options for addressing the identified needs.

Deliverables:

The following deliverables will be provided as part of this task:

- Biosolids evaluation technical memorandum
- Condition assessment technical memorandum

Assumptions:

The following assumptions are applicable to the above scope of services:

- The WWTP assessment includes WWTP components beginning at the equalization basin and extending to the effluent discharge and biosolids disposal processes. Collection system piping and lift stations are not included in the scope.

- The WWTP assessment will be completed in one day. The asset inventory will obtain data on critical process components and is not intended to capture every asset at the WWTP.
- An asset management data collection and export can be provided as additional services.

Task 3 – Population, Wastewater Loading, and Solids Production Projections

In this task, Barge will develop population projections for the 30-year planning period based on an agreed upon approach between the Barge and City team. Options for this approach may include utilizing the Spring 2020 Final Flow Monitoring Report by CDM Smith, or utilizing a Monte Carlo simulation which recognizes and accounts for the population growth from available projections for the region and planned developments in the City. The Barge and City team will discuss these potential projection approaches and determine which approach is best suited for this Master Plan.

In addition, Barge will attend meetings (up to three) set up by the City to discuss with the planning department and local developers where new residential or commercial growth is likely to occur over the next few years. This information will be incorporated with historical billing data to distribute demands throughout the service area.

The approach developed and resulting population projections will be documented in a brief memorandum for use in defining wastewater flow projections, which will be reviewed in a workshop with the City.

Barge will utilize the population projections and apply a water demand with peaking factors throughout the service area based on historical data. Barge will coordinate with the City to arrange discussions with existing wholesale customers to plan for future water demands and, where applicable, wastewater flows. Barge, with the City, will also consider other potential satellite municipal customers.

Wastewater flows will be derived from water demand return factors and modified based on the City's existing Sewer Flow Model. Solids production projections will be based on anticipated wastewater flows, sludge wasting rates (solids retention times), and solids yields computed by the City's BioWin model. Barge will utilize the City's current BioWin model and adjust design parameters based on current available data.

Prepare a TM on the wastewater loading and solids production that includes readily available supporting documentation that serves as basis for projections

The projected flows, loads and solids production TM will be reviewed in a workshop with the City.

Deliverables:

The following deliverables will be provided as part of this task:

- Population Projection Approach and Results Memorandum
- Projected Flows, Loads, and Solids Production TM

Assumptions:

The following assumptions are applicable to the above scope of services:

- The City will provide a shapefile map of the region's existing water and wastewater systems and the Sewer Flow Model.
- The City's Sewer Flow Model and BioWin model are up to date.
- Calibration of the BioWin model is additional services.

Task 4 – Alternatives Development, Evaluation and Recommendations

This task includes development of alternatives to address the identified needs at the WWTP, evaluation of the alternatives, and recommendations for implementation throughout the planning horizon. The specific activities included in this task are as follows:

- Develop draft memorandum of alternatives evaluation selection criteria, including capital and/or operational cost and level of maintenance.
- Facilitate a workshop with the City to review viable alternatives and finalize selection criteria memorandum for objectively scoring and ranking alternatives.
- Develop a list of recommended improvements that address the items identified in the previous tasks, including current regulatory or capacity issues, end of useful life replacements, future regulatory considerations, and future capacity issues, grouped by planning horizon. Specific items to be reviewed include:
 - Desktop evaluation of disinfection options, including peracetic acid, sodium hypochlorite, and ultraviolet disinfection
 - Review of land use at the WWTP site
- Identify up to three options that address each recommended improvement, prepare conceptual level designs and preliminary opinions of probable construction costs (OPCC) for each option, and rank the options using the selection criteria developed above.

- Prepare draft sections for the Master Plan that document the analyses performed as well as summarize the recommended project list for each planning horizon.
- The drafts will be provided to the City for review, and a workshop will be conducted to discuss the alternatives, scoring, and results. Comments from the workshop will be incorporated into the sections for use in the Master Plan Report.

Deliverables:

The following deliverables will be provided as part of this task:

- Selection criteria technical memorandum
- Sections for Master Plan outlining recommended projects

Assumptions:

The following assumptions are applicable to the above scope of services:

- WWTP improvements will be identified to meet the future demands dictated by the population and wastewater trends.
- Evaluation of collection system piping and lift stations are not included in the scope.
- Up to three alternatives will be identified for up to six improvement needs in each planning horizon for a total of eighteen alternatives.
- The Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

Task 5 – Master Plan Report

This task assembles the previously completed evaluations and studies into a comprehensive Master Plan Report. The report will include the following sections:

- Executive summary
- Tables summarizing recommended projects for each planning horizon
- Project description sheets for each recommended project (grouped by planning horizon)

- Regulatory and Permitting Review
- WWTP Condition Assessment
- Biosolids Handling Evaluation
- Population Projections Approach and Results
- Wastewater Loading and Solids Production Projections
- Alternatives Evaluation Selection Criteria
- Recommended Improvements Alternatives Evaluation and Scoring (by planning horizon)
- Phasing Plan with Cash Flow Requirements

Barge will provide a draft of the compiled Master Plan Report to the City for review. A workshop will be held to discuss the City's review comments. Barge will address the City's comments and provide a final version.

Deliverables:

The following deliverables will be provided as part of this task:

- Draft Master Plan Report
- Final Master Plan Report (20 hard copies and a digital copy (pdf file type) on a flash drive)

Assumptions:

The following assumptions are applicable to the above scope of services

- The Master Plan Report will summarize findings of previous tasks and make recommendations. Technical memorandums will be provided as appendices to support the recommendation decision making.

III. Project Schedule

Total duration to completion for the master planning scope of services is anticipated to be 12 months. Duration includes design deliverable review time and assumes two weeks per review period.

IV. Compensation

Client agrees to pay Barge a Lump Sum Fee as listed in the table below to complete the scope of work as defined in the tasks above. Barge will submit monthly invoices based on percent of work completed to date. The project status will be summarized monthly in a progress report and invoice submittal.

Fee Summary Table

Tasks	Lump Sum Fee Amount
1. Regulatory Review	\$50,300
2. Wastewater Treatment Plant Condition Assessment	\$74,000
Material Matters Biosolids Market Analysis	\$52,700
3. Population and Wastewater Loading Projections	\$43,000
4. Alternatives Development, Evaluation and Recommendations	\$158,500
5. Master Plan Report	\$59,500
TOTAL	\$438,000

V. Additional Services

Additional engineering support services, including but not limited to the items listed below, can be provided upon request and approval of detailed scope and fee by the City.

- Support services in connection with public information/relations activity as requested by the City.
- Bench testing and pilot testing
- Preparation for or participation in legal or administrative proceedings in connection with regulatory permitting.
- River modeling and sampling
- Grit chamber performance evaluation

- Providing any type of property or boundary surveys, preparing legal descriptions, or related engineering services or assistance needed for the transfer of interest in real property or acquisition of easements and rights-of-way.
- Preparing an application for renewal of the WWTP National Pollutant Discharge Elimination System permit from the Tennessee Department of Environment and Conservation (TDEC)



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Execute an Interlocal Agreement with Sullivan County for its Sullivan County Emergency Management Agency

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

Action Form No.: AF-141-2022
Work Session: June 6, 2022
First Reading: N/A

Final Adoption: June 7, 2022
Staff Work By: Chief Boyd, Jim Carter
Presentation By: Chief Boyd

Recommendation:

Approve the resolution.

Executive Summary:

Staff recommends the Mayor be authorized to execute an interlocal agreement with Sullivan County acting on behalf of its Sullivan County Emergency Management Agency in order to create and operate a multi-jurisdictional Tennessee District 1 Task Force.

Sullivan County EMA, acting as a sponsoring agency, desires to partner with several other counties and cities to create and operate the Tennessee District 1 Task Force. This task force will provide response and rescue services throughout the northeast area of the state, as well as statewide upon request in accordance with the "Mutual Aid and Emergency and Disaster Assistance Act of 2004" (Tenn. Code Ann. § 58-8-101 et seq.). The task force may be called upon to respond to emergencies across the nation through Emergency Management Assistance Compact (EMAC) requests.

City will be responsible for supplying equipment and personnel to assist with the Tennessee District 1 Task Force.

Pursuant to state law, city has the discretion to determine what type of response to provide, if any, and under what circumstances it will withdraw aid.

Attachments:

- Resolution

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

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

WHEREAS, Sullivan County through its Sullivan County Emergency Management Agency desires to work in cooperation with other jurisdictions in northeast Tennessee for the purpose of creating and operating a multi-jurisdictional agency known as the Tennessee District 1 Task Force; and

WHEREAS, the Tennessee District 1 Task Force will provide emergency response and rescue services throughout the northeast area of the state, and statewide as requested in accordance with the "Mutual Aid and Emergency and Disaster Assistance Act of 2004" (Tenn. Code Ann. § 58-8-101 *et seq.*) and nationally through Emergency Management Assistance Compact (EMAC) requests; and

WHEREAS, in addition to city it is anticipated the following entities will also participate in the task force: Washington County/Johnson City Emergency Management Agency, Washington County, Tennessee, City of Johnson City, Washington County EMS, Sullivan County, and the City of Bristol; and

WHEREAS, city will be responsible for supplying equipment and personnel to assist with the Tennessee District 1 Task Force.

Now therefore,

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

SECTION I. That the Interlocal Cooperation and Mutual Aid Agreement with Sullivan County for its Sullivan County Emergency Management Agency, for the creation and operation of the Tennessee District 1 Task Force, 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 Interlocal Cooperation and Mutual Aid Agreement with Sullivan County for its Sullivan County Emergency Management Agency for the creation and operation of the Tennessee District 1 Task Force, 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:

INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT
FOR THE CREATION & MANAGEMENT OF THE
TENNESSEE DISTRICT 1 TASK FORCE

This agreement is made and entered into as of the _____ day of _____, 2022 (the "Effective Date") by and between Sullivan County ~~dbla~~ Sullivan County Emergency Management Agency ("Sullivan County EMA") as the "Sponsoring Agency" and the local government entities identified in Exhibit "A" (the "Participating Agencies"). The Sponsoring Agency and Participating Agencies are referred to collectively as "Agencies" and individually as "Agency" with each Agency's participation beginning upon the date of executing this agreement.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 *et seq.*, authorizes public agencies in this state to enter into interlocal cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate the Tennessee District 1 Task Force which will provide response and rescue services throughout the northeast area of the state, and statewide as requested in accordance with Tennessee Code Annotated, Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004, "and nationally through Emergency Management Assistance Compact (EMAC) requests; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional, regional Tennessee District 1 Task Force be created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CREATION AND PURPOSE

The Tennessee District 1 Task Force (Team) is hereby created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents including but not limited to swiftwater rescue and floodwater reconnaissance and evacuations, Search and Rescue, and Incident Management.

The Tennessee District 1 Task Force may create more focused teams to address the needs of the Team. The first anticipated focused team will be a Water Rescue Team and others may be created in the future and will fall within the scope of this agreement.

2. MANAGEMENT AND ADMINISTRATION

The Sponsoring Agency shall develop and adopt the program training, education, and membership requirements for members; and the qualifications and credentialing requirements in order to meet or exceed the National Incident Management System (NIMS) National Qualification System and other nationally acceptable standards.

3. CONTRIBUTION OF AGENCIES

The Agencies agree to participate in the formation and operation of the Team.

4. FINANCIAL MATTERS

The financial affairs of the Team will be conducted in accordance with the state law and the procedures established by the State Comptroller. Each Agency will remain responsible for equipment required by team members employed by their Agency as the individual and the Agency participate in the Tennessee District 1 Task Force.

5. PROPERTY OF THE TEAM

5.1 Personal Property and Equipment.

Each Agency will assist in making available the property and equipment necessary for the operation of the Team. All property and equipment supplied by an Agency to the Team will remain the property of the contributing Agency and will be operated solely by a member of that Agency. Tennessee District 1 Task Force Insurance will not maintain insurance for this purpose; any insurance should be maintained by the Agency who supplies the equipment.

5.2 Real Property.

The Team has no authority to purchase real property or hold real property in the name of the Team.

6. PERSONNEL MATTERS

6.1 Team Members.

Tennessee District 1 Task Force members must be full time, part time, or volunteer members of an Agency.

6.2 Employee Status and Benefits.

Each member assigned to the Team will remain an employee of their respective Participating Agency for the purposes of compensation and benefits. Salaries will be paid by the respective Participating Agency, and each member will retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and workers' compensation.

7. POLICIES

Members assigned to the Team remain obligated to follow the rules and policies of the Tennessee District 1 Task Force and the Participating Agency employing or retaining the member. In the event

of a perceived conflict between policies, the Tennessee District 1 Task Force will address the matter with the Team as a whole with the input of Participating Agencies.

8. STATUS OF TEAM MEMBERS

The Sponsoring Agency and each Participating Agency agree that all members assigned to the Team will be entitled to all rights, privileges, exemptions and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

9. LIABILITIES

9.1 Members Assigned to the Team Remain Employees of Employing Agency

Each member assigned to the Team will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in Team activities will be assumed by the employing Agency in the same manner and to the same extent that the employing Agency would be liable for the member's actions had the member not been engaged in Team activities.

Team members will be considered agents and/or employees of the Agency retaining and/or employing them, within the meaning of Tennessee law, including the Tennessee Governmental Tort Liability Act. At no time will such members be considered the employee of any other Agency or of the Team.

9.2 No Assumption of Liability for Non-Employees

No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the Team.

9.3 Waiver of Claims.

Each Agency agrees that it will make no claim for compensation for any damages or loss to its equipment, or for personal injury, including death, to its employees, occurring as a consequence of Team activities, against any other Agency and expressly waives such claims, except to the extent such claims arise from the negligent acts, errors, or omissions of the other Agency. Each Agency will secure an executed Release and Waiver of Liability from any member from its Agency before the member performs any work for or with the Team.

10. DURATION AND TERMINATION OF AGREEMENT. The duration of this Agreement is perpetual.

The Agreement will be terminated with respect to a Participating Agency by the withdrawal of the Participating Agency. A Participating Agency may withdraw at any time, provided it gives written notice of its intent to withdraw to the Mayor of the Sponsoring Agency at least ninety (90) days prior to the effective date of the withdrawal.

The Agreement may be completely terminated by either agreement of the Participating Agencies or when there is only one Participating Agency that has not withdrawn.

11. ADDITION OF PARTIES

Local governmental entities with resources and personnel that have completed the membership requirements of the Tennessee District I Task Force may initiate becoming a party to this Agreement by providing notice to the Mayor of the Sponsoring Agency. Upon approval of this Agreement by the governing body of the governmental entity (Agency) seeking participation, this Agreement is deemed to be modified to include such governmental entity as a Participating Agency.

12. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

13. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is executed by the mayor of the City/ County of Sullivan and EMA Director along with the authorized representative(s) of the Participating Agency pursuant to the resolution of each jurisdiction authorizing them to so execute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT "A" PARTICIPATING AGENCIES

Washington County/Johnson City Emergency Management Agency

Washington County, Tennessee

City of Johnson City

Washington County EMS

Sullivan County, Tennessee

City of Kingsport

City of Bristol

Exhibit "B"

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (name) understand that my voluntary participation in the **TENNESSEE DISTRICT 1 TASK FORCE** may involve the risk of property damage, personal injury, or death, or other potential damages or injuries of any nature or kind.

Therefore, in consideration for the opportunity to participate in the **TENNESSEE DISTRICT 1 TASK FORCE**, and with the above-stated understanding that I am not to be considered an agent and/or employee of the **TENNESSEE DISTRICT 1 TASK FORCE** or any Participating Agency of the **TENNESSEE DISTRICT 1 TASK FORCE**, other than the Participating Agency by which I am employed or for whom I volunteer (the "Member Agency").

I hereby release and discharge **TENNESSEE DISTRICT 1 TASK FORCE** and any individual Participating Agency thereof (other than the Member Agency), and/or their respective officers, employees, volunteers, agents, or representatives from any and all liability, risk, claims or causes of action arising out my participation in the aforementioned programs or events and hereby waive any such claims or causes of action to the fullest extent allowed by law. I further agree that I will indemnify and hold harmless the **TENNESSEE DISTRICT 1 TASK FORCE** and any Participating Agency (other than the Member Agency) against any and all claim(s) or causes arising out of or in connection with my participation in the aforementioned **TENNESSEE DISTRICT 1 TASK FORCE**. I agree to pay the costs of all such actions, including, but not limited to, all reasonable attorneys' fees, costs and expenses related to such actions.

This Release and Waiver of Liability Agreement shall be construed in accordance with Tennessee law and shall be binding upon me heirs, agents, executors, administrators, representatives, successors or assigns. Photographic, scanned or facsimile copies of this Release and Waive of Liability Agreement may be used in lieu of the original executed copy for any purpose.

I HAVE READ AND UNDERSTOOD THE TERMS OF THE FOREGOING RELEASE AND WAIVER OF LIABILITY AGREEMENT AND, BY SIGNING BELOW, ACKNOWLEDGE AND AGREE TO THE TERMS THEREOF AND DEMONSTRATE MY INTENTION TO BE LEGALLY BOUND BY IT.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of 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 Reject the Bids for the North Eastman Road Bridge over Lincoln Street Repair Project

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

Action Form No.: AF-156-2022
 Work Session: June 6, 2022
 First Reading: N/A

Final Adoption: June 7, 2022
 Staff Work By: David Harris
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on May 10, 2022 for the North Eastman Road Bridge over Lincoln Street Repair project. There were three interested bidders who attended the pre-bid conference, two of which submitted bids for the project. Unfortunately the Bids received were considerably larger than the estimate provided by Steve Wilson of Spoden & Wilson Consulting Engineers, the structural engineer for the project.

After conferring with Mr. Wilson and in consideration of the material prices at this time it is recommended that the bid from Southern Constructors, Inc. for this project in the amount of \$230,000.00 be rejected and the project be re-advertised at a later date.

Attachments:

1. Resolution
2. Bid opening Minutes

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: *JWS*

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE
NORTH EASTMAN ROAD BRIDGE OVER LINCOLN STREET
REPAIR PROJECT

WHEREAS, bids were opened on May 10, 2022 for the North Eastman Road Bridge over Lincoln Street repair project; and

WHEREAS, the bids received were considerably larger than the estimate provided by the structural engineer for the project, and therefore the city desires to reject all bids and re-bid at a later date;

Now therefore,

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

SECTION I. That all bids opened on May 10, 2022 for the North Eastman Road Bridge over Lincoln Street Repair project are rejected.

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

ADOPTED this the 7th day of 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 10, 2022
4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens, Procurement Specialist;
David Harris, Civil Engineer

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

The Procurement Manager opened with the following bids:

Repairs to N. Eastman Road Bridge over Lincoln Street	
Vendor:	Lump Sum:
Southern Constructors, Inc.	\$230,000.00
Thomas Construction Co., Inc.	\$254,000.00

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



AGENDA ACTION FORM

A Resolution Authorizing the Mayor to Sign Agreements with Lynn View Pee Wee Football League for the Use of the Lynn View Sports Facilities and Concession Facilities

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

Action Form No.: AF-165-2022
 Work Session: June 6, 2022
 First Reading: NA

Final Adoption: June 7, 2021
 Staff Work By: Kenny Lawson
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

The Lynn View Pee Wee Football League (LVPWFL) has historically operated recreational youth football and youth cheerleading programs at the Lynn View Sports Facilities located at 257 Walker Street.

The current agreement is nearing the end of its term and LVPWFL and staff desire to enter into a new agreement. The new agreement will establish a term of 12 months with the option to renew for an additional 12 months for the use of Lynn View Sports Facilities and establishes concessionaire rights. Additionally, the proposed agreement creates a framework pursuant to which the parties will engage in good faith efforts to advance the Tribe Sports Initiatives, collaborate on promotion and marketing, conduct coach's clinics, skills camps, staff assistance, and games at J. Fred Johnson.

The agreements allow the City of Kingsport to partner with LVPWFL to provide high quality youth football and youth cheerleading opportunities for the citizens of Kingsport

Attachments:

1. Resolution for the Lynn View Pee Wee Football League

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 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

WHEREAS, the City of Kingsport purchased the Lynn View Community Center and athletic fields from Sullivan County in 2009; and

WHEREAS, since July 2010, the board has approved an agreement with the Lynn View Pee Wee Football League which allowed use of the center for the purpose of providing youth football programs as well as concession lease agreement for operation of the concession stand;

WHEREAS, the city again desires to enter into an agreement with the Lynn View Pee Wee Football League for use of the Lynn View Community Center facilities which includes operation of the concession stand.

Now therefore,

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

SECTION I. That the agreement with the Lynn View Pee Wee Football League for a football youth sports program 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 the Lynn View Pee Wee Football League for the purpose of operating youth football programs at the Lynn Garden Community Center and athletic fields located at 257 Walker Street, 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
LYNN VIEW PEE WEE FOOTBALL LEAGUE

THIS AGREEMENT effective as of this _____ day of _____, 2022 entered into by the CITY OF KINGSPORT, hereinafter called "CITY", and the LYNN VIEW PEE WEE FOOTBALL LEAGUE, (LVPWFL), hereinafter called "LVPWFL".

WITNESSETH

WHEREAS, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; and

WHEREAS, LVPWFL is a non-profit organization organized to promote youth sports activities in the Lynn Garden community; and

WHEREAS, LVPWFL has provided for several years a youth football program; and

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

WHEREAS, CITY is the owner of the public park amenities located at 257 Walker Street, and hereafter referred to as the "Facilities"; and

WHEREAS, LVPWFL 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 LVPWFL and respective obligations contained herein;

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

I. Term

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

II. Option to Renew

This Agreement may be renewed for an additional twelve month (12) term upon the mutual written agreement of the parties.

III. Use of Facilities

1. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June 1, 2022 to Dec. 1, 2022. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular summer and fall recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time the facilities are not being used by LVPWFL, CITY may use the facilities for its Parks and Recreation program.

Special Note: The LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Program Coordinator. CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.

3. LVPWFL shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

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

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

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

7. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL 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.

IV. Obligations of City

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.
 - a. Perform general maintenance and repairs to the facilities.
 - b. Work with LVPWFL on maintenance items that could improve operations. At the end of every fall football season the Parks and Recreation Program Coordinator and a representative from the Leisure Services Maintenance Division will sit down with a representative of LVPWFL to discuss future possibilities and maintenance issues for the next year.
 - c. Provide LVPWFL with contact information for after-hour and everyday needs.
 - d. Determine all rental fees and rules for usage of facility.
 - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
 - f. Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.
 - g. Establish policy for field lighting usage.
 - h. Provide a plan for and approve all capital improvements with input from LVPWFL.
 - i. Provide for insurance on buildings.
 - j. Line fields as needed for events and activities assigned to user groups other than LVPWFL.
 - k. Provide maintenance building for general items during the season. Building will be checked periodically for cleanliness. This building will be shared with City of Kingsport Parks & Recreation department.

1. Continue to pay the utilities for the 2022 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and LVPWFL.
2. Reserve the right to utilize the Facilities when LVPWFL league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.
3. Assist LVPWFL with distribution of information and refer interested parties to LVPWFL when necessary.
4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LVPWFL for any monetary damages.
5. CITY and LVPWFL agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.
6. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of LVPWFL as it relates to the Tribe Sports initiative.
7. Work in good faith with LVPWFL to schedule at minimum one game per LVPWFL team to be played at J. Fred Johnson Stadium. Nothing in this agreement shall supersede any Kingsport City schools field priorities, rules, or regulations.

V. Obligations of LVPWFL

LVPWFL shall:

1. Provide the following information within 30 days of the effective date of this agreement:
 - a. Current by-laws for organization.
 - b. Proposed budget for upcoming year.
 - c. List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment.
 - d. List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members.
 - e. List of designated personnel who have facility keys & access.
 - f. Proposed Annual calendar including all events
2. Provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.
3. Comply with TCA § 68-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
 - a. Inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
 - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
 - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
4. Comply with state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:
 - a. Fainting or Seizures;
 - b. Unexplained shortness of breath;
 - c. Chest Pains;
 - d. Dizziness;
 - e. Racing Heart; and
 - f. Extreme Fatigue

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

5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
6. Perform background checks on all coaches who are in a leadership role and are left alone with children. CITY will provide LVPWFL with the background service that it uses for Athletic programs, however the funds to pay for this service must be provided by the LVPWFL.
7. At no expense to CITY, perform the following necessary maintenance and repair:
 - a. All Football equipment;
 - b. Each daily game day properly dispose of all litter on field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;

- c. Line all fields for LVPWFL league and tournament play. LVPWFL is also responsible for the provision of the necessary materials to maintain the field and the field markings on a daily basis;
- d. Mow and trim field space within the perimeter fence of the football field between May.1 and Dec.1 during the term of this agreement.
- e. Monitor and clean restroom facility and stock the restroom facilities supplies;
- f. Adhere to City rules that pertain to field usage and provide input on overuse.
8. Furnish to the Kingsport Parks and Recreation Department a calendar of events within 30 days of the effective date of this agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the Kingsport Parks and Recreation Department within 30 days of the change.
9. No later than 21 days prior to the start of the summer football season schedule and meet with the Kingsport Parks and Recreation Department and Leisure Services Maintenance Division prior to each football season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.
10. Notify CITY's Risk Management Department ((423) 229-9464) within 24 hours of any accident or injury which occurs at facility.
11. Sign a usage agreement annually with CITY.
12. Report any facility maintenance problems to CITY's Leisure Services Maintenance Division within 10 days of LVPWFL's discovery of the problem.
13. 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.
14. Maintain a minimum of 51% city residents as registered participants. Verification of residency percentages shall be made annually to CITY. CITY and LVPWFL will utilize annual data to determine future percentage goals.
15. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
16. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the Kingsport Parks and Recreation Department.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all Park rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the park as necessary.
20. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to LVPWFL equipment located at the facility.
22. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.
23. Work in good faith with the CITY and Kingsport City Schools:
 - a. To address concerns of CITY and or its Kingsport City Schools as to the oversight, operation and performance of the league;
 - b. to coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
24. Work in good faith with the City of Kingsport to promote the Tribe Sports initiative and provide and relevant data, resources, and support.

VI. Assignment and Exclusivity

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

VII. Insurance and Indemnification

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

LVPWFL shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to

act of LVPWFL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LVPWFL as set forth in this Agreement.

VIII. Miscellaneous Provisions

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

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

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized and directed 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 agreement with the Lynn View Pee Wee Football League for operation of concessions at the football youth sports program 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, a concession lease agreement with the Lynn View Pee Wee Football League for concessions at the Lynn Garden Community Center, 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 _____, 2022 by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called the LESSOR, AND Lynn View Pee Wee Football League, hereinafter called the CONCESSIONAIRE.

W-I-T-N-E-S-S-E-T-H

That for and in consideration of its maintenance assistance and league operations, the LESSOR does hereby lease unto the CONCESSIONAIRE for the period of June 1, 2022, through December 1, 2022 the concession rights for the sale of food, refreshments, confectionery and beverages at the fields at 257 Walker Street.

The CONCESSIONAIRE agrees to and shall abide by the following conditions: The 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. He shall be responsible for the maintenance of his equipment to insure that it is in a safe and usable condition at all times. It 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. The CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights as approved by the City. The LVPWFL has the rights to football concessions.

The Parks and Recreation Manager shall approve all items offered under this concession and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.

The CONCESSIONAIRE shall pay 0% of sales to the LESSOR.

The 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.

The 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, the CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.

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 the CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by the 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 the CONCESSIONAIRE.

It shall be the obligation of the CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. The 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.

LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and the City may take possession on a twenty-four (24) hour notice. The CONCESSIONAIRE may voluntarily terminate the contract upon five (5) days written notice to LESSOR.

The CONCESSIONAIRE shall furnish all owners liability insurance, specifically naming LESSOR as co-insured, to defend, indemnify and save harmless the LESSOR from any and all claims and suits for injury to persons or property arising out of the performance of this contract caused in any way by the acts or omissions of the CONCESSIONAIRE or the CONCESSIONAIRE'S agents, employees, or representatives during or in connection with this contract excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport with the requisite certificate(s) of insurance in compliance herewith.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 7th 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 the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement and Authorizing the Director of Human Resources to Electronically Execute the Agreement

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

Action Form No.: AF-174-2022
Work Session: June 6, 2022
First Reading: N/A

Final Adoption: June 7, 2022
Staff Work By: Copas/Rowlett
Presentation By: T. Copas

Recommendation:

Approve the resolution.

Executive Summary:

The Internal Revenue Service (IRS) has a six-year review schedule for the type of 401 plan documents MissionSquare makes available. Following the IRS schedule, the last adoption agreement was signed in March 2016, (Resolution No. 2016-122), and it is now time to sign a new adoption agreement. By signing the Adoption agreement, it does not make any changes to our current plans provisions.

Per instructions from the IRS, each plan sponsor using the MissionSquare (ICMA-RC) plan document will be required to execute a new adoption agreement by July 31, 2022.

MissionSquare has established an electronic adoption process in which the Plan Administrator can make the adoption. The Director of Human Resources is the Plans Coordinator, thus approval of this resolution will grant permission to the Director of Human Resources to initiate the adoption agreement via the electronic process.

Attachments:

1. Resolution
2. MissionSquare Retirement Government Money Purchase Plan Adoption Agreement

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 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

WHEREAS, in March, 2016 (Resolution No. 2016-122) the board approved a defined contribution retirement plan for city employees with ICMA-RC, now known as MissionSquare; and

WHEREAS, the Internal Revenue Service (IRS) this year introduced the requirement to execute a new Government Money Purchase Plan Adoption Agreement; and

WHEREAS, this plan will need to be re-executed every 6 years; and

WHEREAS, on August 17, 2021, the board approved Resolution No. 2022-037, which designated the Director of Human Resources as the Plan Coordinator to perform administrative duties with regards to the plan.

Now therefore,

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

SECTION I. That the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement attached hereto as Exhibit A, is approved.

SECTION II. That the Human Resources Director as Plan Coordinator, is authorized and directed to electronically 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 MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement and all other 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 Plan Coordinator is further authorized to make such changes approved by the city manager and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the Plan Administrator 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, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

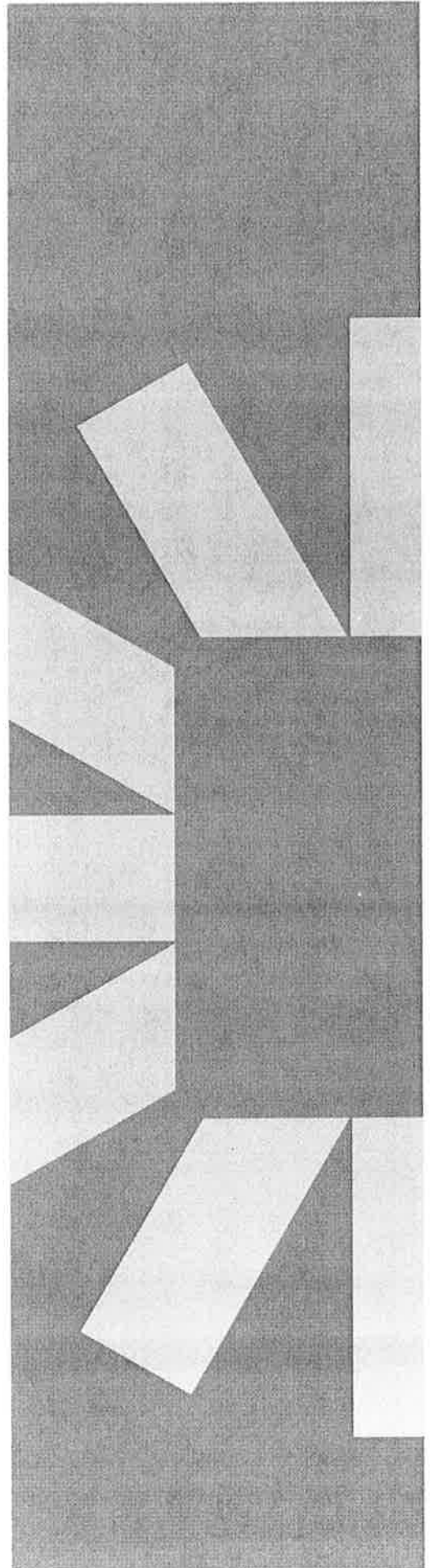
APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ICMA Retirement Corporation
doing business as

**MissionSquare Retirement
Governmental Money
Purchase Plan
Adoption Agreement**

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 106736

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF KINGSPORT
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☒ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:

CITY OF KINGSPORT

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☐ New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF KINGSPORT

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☒ January 1 – December 31 (*Default*)

☐ The 12 month period ending _____
Month Day

IV. Normal Retirement Age shall be age 60 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☒ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☐ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name.
Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☒ Yes. Age 18 (*not to exceed age 21*).

☐ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 5 % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☐ are required ☐ are not required

to be eligible for this Employer Contribution.

☒ B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☒ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 5 _____ % of Earnings,

ii. \$ _____, or

iii. a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions' (pickup is required if Option A is not selected)

☒ [X] Yes ☐ [] No (*"Yes" is the default provision under the Plan if no selection is made.*)

☒ [X] C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ [] **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] No ("No" is the default provision under the Plan if no selection is made.)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (specify month)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (specify month)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) _____

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	0%
One	0%
Two	20%
Three	40%
Four	60%
Five	80%
Six	100%
Seven	100%
Eight	100%
Nine	100%
Ten	100%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
 - ☐ Normal Retirement Age
 - ☐ 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)
 - ☐ Alternate age (after Normal Retirement Age): _____
 - ☒ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 - ☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
 - ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
 - ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 - ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum.
The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected).
The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to _____% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Accrued Leave that is bona fide vacation and/or sick leave):*

☐ **1. Employer Accrued Leave Contribution.** The Employer shall contribute as follows

(choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☐ **2. Employee Designated Accrued Leave Contribution**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: _____

Title: _____

Attest: _____

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304



AGENDA ACTION FORM

A Resolution Authorizing the City of Kingsport to Participate in a Low Income Household Water Assistance Program with Upper East Tennessee Human Development Agency

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

Action Form No.: AF-176-2022
 Work Session: June 6, 2022
 First Reading: N/A

Final Adoption: June 7, 2022
 Staff Work By: Winkle/Rowlett
 Presentation By: L. Winkle

Recommendation:

Approve the resolution.

Executive Summary:

Upper East Tennessee Human Development Agency (UETHDA) has offered city the opportunity to participate in UETHDA's low income household water assistance program (LIHWAP). The program assists households with low incomes in paying arrearages and rates charged to the household for drinking water and/or wastewater services.

For those individuals who qualify, UETHDA will pay directly to the city LIHWAP funds based upon the program requirements. UETHDA will oversee the program and verify customer eligibility. City is responsible for providing documentation which shows customer usage, however this documentation will be provided directly to the customer as it is confidential under state law.

There is no cost to the city to become a vendor under the program.

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: *mw*

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

RESOLUTION NO. _____

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

WHEREAS, the U.S. Department of Health & Human Services, Office of Community Services, has established the Low Income Household Water Assistance Program (LIHWAP) which provides financial assistance to low income households to pay arrearages and rates charged for drinking water and/or wastewater services; and

WHEREAS, Upper East Tennessee Human Development Agency, Inc. (UETHDA), as one of the agencies charged with administering LIHWAP, has offered the city the opportunity to participate in the program; and

WHEREAS, UETHDA will provide city LIHWAP funds on behalf of those customers whom UETHDA has determined meet the LIHWAP eligibility criteria; and

WHEREAS, there is no cost to city to participate in the program; and

WHEREAS, city's primary obligation is to provide documentation of customer's usage history, which customer will in turn submit to UETHDA.

Now therefore,

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

SECTION I. That a Vendor (Benefits Check/Voucher) Agreement for Participation in Low Income Household Water Assistance Program with the Upper East Tennessee Human Development Agency, 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 Vendor (Benefits Check/Voucher) Agreement for Participation in Low Income Household Water Assistance Program with the Upper East Tennessee Human Development Agency, Inc., 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:

VENDOR (BENEFIT CHECK/VOUCHER) AGREEMENT FOR PARTICIPATION IN
LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) BETWEEN

(Printed Name of Water Vendor/Supplier or Public Housing Authority ("Vendor"))

AND

Upper East Tennessee Human Development Agency Inc.

(Printed Name of Local LIHWAP Agency ("LIHWAP Agency"))

THIS AGREEMENT is by and between Vendor and LIHWAP Agency for the provision of water and/or wastewater assistance to low-income households. In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

- A. Vendor type.
 - o **Independent**
 - o **Municipality**
 - o **Cooperative**
 - o **Public**
 - o **Housing Authority**
 - o **Other:** _____
- B. Vendor agrees to the following conditions and terms:
 - 1. To participate in the Low Income Household Water Assistance Program (LIHWAP) in accordance with the approved LIHWAP State Plan and Federal regulations.
 - 2. To accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services.
 - 3. To apply benefit check or voucher amounts to the water related accounts of eligible and certified households.
 - 4. To not discriminate against the eligible households in offering deferred payment or level payment plans or in the other conditions of sale, credit, or price to the household.
 - 5. To record the LIHWAP payments in Vendor's books as a credit to the LIHWAP households' current active water account.
 - 6. To refund, upon receipt, any LIHWAP credit balances to the LIHWAP Agency who made the payment on behalf of the household.
 - 7. To provide to any participant, at no cost, the participant's water consumption history for the previous twelve (12) months, or available history as a customer of Vendor. LIHWAP Agency acknowledges and agrees that it must obtain water consumption history records directly from participant as such records are confidential pursuant to Tenn. Code Ann. § 10-7-504(20).
 - 8. To be responsible for compliance with the terms and provisions of this Agreement and to understand that this Agreement may be revoked for noncompliance by Vendor.
 - 9. To permit and cooperate with State and/or Federal investigations undertaken in connection with the American Rescue Plan Act of 2021 SEC. 2912. FUNDING FOR WATER ASSISTANCE PROGRAM and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260) SEC. 533 as amended, concerning the use of funds received under this title in order to evaluate compliance with the provisions and assurances made by the State. Such investigations may require examination of appropriate books, documents, papers and records pertaining to customers served with funds under this program. Reasonable notice will be made to Vendor in advance of any investigation and the costs of conducting such an investigation will be born by the LIHWAP Agency.
- C. The LIHWAP Agency agrees to the following conditions and terms:
 - 1. To issue benefit checks and/or vouchers for assistance and provide payments on vouchers when they are properly signed and returned to the LIHWAP Agency. Payments for all non-home delivered fuel types will be made within 90 days from the date the voucher is received back from Vendor.
 - 2. To provide guidance to Vendor during the implementation and operation of the LIHWAP Program.
 - 3. To maintain the right to monitor, evaluate and spot-check the Vendor's operation and activities according to this agreement with respect to the clients served.
 - 4. To submit applications subject to available funding to the LIHWAP Agency for eligible households according to LIHWAP guidelines.
- D. **All parties agree to the following:**
 - 1. To comply fully with Titles VI and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and ensure that no person on the basis of handicap, race, color, religion, sex, age or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of Vendor or LIHWAP Agency. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rate of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities. Both parties shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. Either party may terminate this agreement by giving a written fifteen (15) day notice.
 - 2. LIHWAP Agency may terminate this agreement with written notice if Vendor fails to comply with the terms and provisions of this agreement.

3. The beginning date of this agreement is April 15, 2022, and the ending date shall be December 31, 2023.

4. The execution of this Agreement by Vendor to participate in LIHWAP is not to be interpreted as a "waiver" of any right, term, or condition obtained by Vendor pursuant to customer service under an agreement outside of this agreement, except to the extent such right, term or condition is in conflict with the provision of the Agreement or State or Federal law.

5. This Agreement may only be amended by written modification and/or additional terms, which are mutually acceptable to the parties.

E. Debarment, Suspension, and Other Responsibility Matters

1. *Vendor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

2. *Where Vendor is unable to certify to any of the statements in this certification, such shall attach an explanation to this proposal.*

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of June, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY