



## **BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA**

**Tuesday, June 17, 2025 at 7:00 PM**

**City Hall, 415 Broad Street, Montgomery-Watterson Boardroom**

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### **Board of Mayor and Aldermen**

Mayor Paul W. Montgomery, Presiding  
Vice Mayor Darrell Duncan  
Alderman Morris Baker  
Alderman Betsy Cooper

Alderman Colette George  
Alderman Gary Mayes  
Alderman James Phillips

### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
Bart Rowlett, City Attorney  
Travis Bishop, City Recorder  
John Morris, Budget Director  
Jerry DeBerry, Fire Chief

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant City Manager  
Tyra Copas, Human Resources Director  
Dale Phipps, Police Chief  
Adrienne Batara, Public Relations Director  
Floyd Bailey, Chief Information Officer

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE TO THE FLAG**

1. New Vision Youth

### **III. INVOCATION**

1. Pastor Ed Clevinger, Grace Christian Church

### **IV. ROLL CALL**

### **V. RECOGNITIONS AND PRESENTATIONS**

1. Keep Kingsport Beautiful Beautification Awards - Sharon Hayes
2. Public Relations Society of America Awards - Communications Dept. - Mayor Montgomery
3. Chief Dale Phipps - Chris McCartt

## **VI. COMMENT**

Citizens may speak on agenda items and 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. A total of thirty minutes is allocated for public comment.

## **VII. APPOINTMENTS**

- [1.](#) Consideration of Appointment to the Tri-Cities Airport Authority (AF-171-2025) (Mayor Montgomery)

## **VIII. APPROVAL OF MINUTES**

- [1.](#) June 2, 2025 - Work Session
- [2.](#) June 3, 2025 - Business Meeting

## **IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS**

For items requiring a public hearing: When you come to the podium, please state your name and address, and sign the register that is provided. Comments of speaker must pertain to the item which is the subject of the public hearing. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

- [1.](#) Public Hearing and Consideration of an Ordinance to Set the Property Tax Rates for FY 2025-2026 (AF-168-2025) (Chris McCartt)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY25 (AF-169-2025) (Chris McCartt)

## **X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- [1.](#) Consideration of a Budget Ordinance for Various Funds FY25 (AF-122-2025) (Chris McCartt)
- [2.](#) Consideration of an Ordinance to Adopt the FY 2025-2026 Budget (AF-155-2025) (Chris McCartt)
- [3.](#) Consideration of an Ordinance to Adopt the FY 2025-2026 Water Budget (AF-156-2025) (Chris McCartt)
- [4.](#) Consideration of an Ordinance to Adopt the FY 2025-2026 Sewer Budget (AF-157-2025) (Chris McCartt)

- [5.](#) Consideration of an Ordinance to Adopt the FY 2025-2026 Metropolitan Planning Project Grant Fund Budget (AF-158-2025) (Chris McCartt)
- [6.](#) Consideration of an Ordinance to Adopt the FY 2025-2026 Community Development Block Grant Fund Budget (AF-159-2025) (Chris McCartt)
- [7.](#) Consideration of an Ordinance to Adopt the FY 2025-2026 School Public Law 93-380 Grant Project Fund Budget (AF-160-2025) (Chris McCartt)
- [8.](#) Consideration of an Ordinance to Adopt the FY 2025-2026 Schools Special Projects Grant Fund Budget (AF-161-2025) (Chris McCartt)

## **XI. OTHER BUSINESS**

- [1.](#) Consideration to Amend the Fee Resolution for FY 2026 Fees and Charges Provided for in the City Code (AF-140-2025) (Chris McCartt)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Virginia Department of Transportation on Behalf of the Kingsport MTPO (AF-153-2025) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply and Receive a SAFER Grant from the U.S. Department of Homeland Security (AF-170-2025) (Jerry DeBerry)
- [4.](#) Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Landstar LLC, Also Known as Landstar Development, Related to the Riverbend Townhomes Development (AF-165-2025) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Land Star LLC Related to the Riverbend Townhomes (The Arbor) Ph. 2 Development (AF-167-2025) (Ryan McReynolds)
- [6.](#) Consideration of a Resolution Authorizing the Mayor to Execute CDBG Subrecipient Agreements (AF-152-2025) (Michael Price)

## **XII. CONSENT AGENDA**

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion by a roll call

vote. However, if discussion of an item is desired by any member of the board, the item will be removed from the Consent Agenda and considered separately.

- [1.](#) Consideration of a Resolution Accepting a Grant Contract Extension for the 2024 Emergency Solutions Grant (AF-162-2025) (Michael Price)
- [2.](#) Consideration of a Resolution Authorizing a License Agreement with the Tennessee Department of Environment and Conservation (TDEC) for Access to an Air Monitoring Station (AF-97-2025) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution Renewing the Agreement with CORA Physical Therapy as the Service Provider for the Employee Physical Wellness Program (AF-128-2025) (Tyra Copas)
- [4.](#) Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF-164-2025) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Renewing Benchmark Testing Subscriptions with Instructure, Inc., and All Other Necessary Documents and Authorizing the Purchase of the Subscriptions (AF-163-2025) (David Frye)
- [6.](#) Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Renewing Kingsport City Schools' Canvas Software Platform with Instructure, Inc., and All Other Necessary Documents and Authorizing the Purchase of Canvas for Kingsport City Schools (AF-166-2025) (David Frye)

### **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

### **XIV. ADJOURN**





## AGENDA ACTION FORM

### **Consideration of Appointment to the Tri-Cities Airport Authority**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-171-2025  
Work Session: June 16, 2025  
First Reading: N/A

Final Adoption: June 17, 2025  
Staff Work By: Mayor Montgomery  
Presentation By: Mayor Montgomery

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#### **Recommendation:**

Approve the appointment.

#### **Executive Summary:**

It is recommended to appoint Chris McCartt to the Tri-Cities Airport Authority.

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates. The commission is comprised of two members who are residents of the City of Kingsport. Terms are two years with no term limit.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Ken Maness	2/12/26	7	Resident
Parker Smith	2/12/26	7	Resident

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Chris McCartt	6/30/28	1	Resident
Parker Smith	2/12/26	7	Resident

#### **Attachments:**

None

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—



## **BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES**

**Monday, June 02, 2025 at 4:30 PM**

**City Hall, 415 Broad Street, Montgomery - Watterson Boardroom**

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### **Board of Mayor and Aldermen**

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

**I. CALL TO ORDER** 4:30 pm by Mayor Montgomery.

**II. ROLL CALL** by City Recorder Travis Bishop. Absent: Alderman Betsy Cooper.

### **III. DISCUSSION ITEMS**

City Manager McCartt thanked the board for their time and input on the budget as well as the strategic plan. He gave a brief summary on the status of the tax rate, noting the first reading will be at the second meeting in June and final approval will be at the July meeting. Deputy City McReynolds pointed out this is the last year for the transition from the old rate structure to the new one. There was some discussion.

### **IV. REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the June 3, 2025 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**XI.1. Consideration of a Resolution Authorizing the City Manager to Purchase Playground Equipment from Playworld for Washington Elementary School Utilizing the Sourcewell Cooperative Purchasing Contract 010521-LTS-8 (AF-104-2025)** Assistant City Manager Jessica Harmon clarified the PTA raised \$31,000 of these funds and the remainder was part of the school budget.

**BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES**

**Monday, June 2, 2025, at 4:30 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**XI.2. Consideration of a Resolution Authorizing the Mayor to Execute a Contract to Engage the Firm of Brown, Edwards, and Company, LLP to Audit the Financial Statements of the City of Kingsport for the Fiscal Year Ending June 30, 2025 with Expected Annual Renewals for Fiscal Years 2026 and 2027 (AF-154-2025)** City Recorder Travis Bishop provided details on this item, pointing out the auditors will actually be putting the ACFR together beginning this year.

**XI.3. Consideration of a Resolution to Amend Agreement with Barge Design Solutions for a South Fork Holston Water Quality Assessment (AF-142-2025)** Deputy City Manager McReynolds stated this is the second phase for this project to determine the health of this river. He further noted it provides a good framework of information to guide engineers for future improvements.

*NOTE: 4:51 pm Alderman Morris Baker left the meeting.*

Mayor Montgomery commented that after speaking to citizens he would like to propose forming a committee to research creating a museum in Kingsport, pointing out there would be no funding from the city. Some discussion followed.

**V. ITEMS OF INTEREST**

**1. Sales Tax Report**

**2. Projects Status Report**

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 4:58 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, June 03, 2025 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### **Board of Mayor and Aldermen**

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

### **City Administration**

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Travis Bishop, City Recorder

Angie Marshall, City Clerk/Deputy City Recorder

**I. CALL TO ORDER** 7:00 pm by Mayor Montgomery.

**II. PLEDGE OF ALLEGIANCE TO THE FLAG**

**III. INVOCATION** led by Pastor Rick Meade, Lynn Garden Baptist Church

**IV. ROLL CALL** by City Recorder Travis Bishop. Absent: Alderman Betsy Cooper.

**V. RECOGNITIONS AND PRESENTATIONS**

**VI. COMMENT**

Mayor Montgomery invited citizens in attendance to speak. There being no one coming forward, the mayor closed the public comment section.

**VII. APPOINTMENTS** None.

**VIII. APPROVAL OF MINUTES**

Motion made by Alderman Mayes, Seconded by Alderman Phillips.

Passed: All present voting "aye."

**1. May 19, 2025 - Work Session**

**2. May 20, 2025 - Business Meeting**

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, June 3, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**IX. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS**

- 1. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2025-2026 Budget** (AF-155-2025) (Chris McCartt)

PUBLIC HEARING: Mr. Jay Schleg, 1009 Tiptop Avenue, thanked the BMA and the city manager for the information provided on the budget, but expressed concern about the tax increase and how it will affect citizens.

Alderman Baker provided comments on why he would be voting against the budget. Alderman George stated responsibility of the cuts should not rest solely on the city manager but with the board as well. Vice Mayor Duncan noted the tax increase is not an easy decision and broke down where the monies from the increase will go. Alderman Phillips commented the revenue loss over the past three years has put the city in the position to need the increase. Alderman Mayes agreed on the significant losses but pointed out what the presented budget will be able to do with the increase. The mayor agreed with Alderman George, noting the board should look for cuts that can be made on committees that can streamline the budget.

Motion made by Vice Mayor Duncan, Seconded by Alderman Mayes.

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye" except Alderman Baker voting "nay."

- 2. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2025-2026 Water Budget** (AF-156-2025) (Chris McCartt)

Motion made by Alderman Phillips, Seconded by Vice Mayor Duncan.

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2025-2026 Sewer Budget** (AF-157-2025) (Chris McCartt)

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

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Motion made by Vice Mayor Duncan, Seconded by Alderman Mayes.

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

**4. Consideration of an Ordinance to Adopt the FY 2025-2026 Metropolitan Planning Project Grant Fund Budget (AF-158-2025) (Chris McCartt)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Mayes.

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

Passed: All present voting "aye."

**5. Consideration of an Ordinance to Adopt the FY 2025-2026 Community Development Block Grant Fund Budget (AF-159-2025) (Chris McCartt)**

Motion made by Alderman Baker, Seconded by Alderman Phillips.

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2026; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

**6. Consideration of an Ordinance to Adopt the FY 2025-2026 School Public Law 93-380 Grant Project Fund Budget (AF-160-2025) (Chris McCartt)**

Motion made by Alderman Phillips, Seconded by Alderman Baker.

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

Passed: All present voting "aye."

**7. Consideration of an Ordinance to Adopt the FY 2025-2026 Schools Special Projects Grant Fund Budget (AF-161-2025) (Chris McCartt)**

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

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Motion made by Vice Mayor Duncan, Seconded by Alderman Phillips.

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

Passed: All present voting "aye."

**8. Consideration of a Budget Adjustment Ordinance in FY2025 (AF-122-2025) (Chris McCartt)**

Motion made by Alderman George, Seconded by Alderman Baker.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

**1. Consideration of an Ordinance to Amend the FY 2025 General Purpose School Fund and General Projects Fund Budgets (AF-129-2025) (David Frye)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Baker.

**ORDINANCE NO. 7203** AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

**2. Consideration of an Ordinance to Amend the FY 2025 School Nutrition Services Fund Budget (AF-130-2025) (David Frye)**

Motion made by Alderman Mayes, Seconded by Alderman Baker.

**ORDINANCE NO. 7204** AN ORDINANCE TO AMEND THE SCHOOL NUTRITION SERVICES FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

**3. Consideration of an Ordinance to Amend the FY 2025 School Federal Projects Fund Budget (AF-131-2025) (David Frye)**

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, June 3, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

Motion made by Alderman Baker, Seconded by Alderman Phillips.

**ORDINANCE NO. 7205** AN ORDINANCE TO AMEND THE FY 2025 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

**4. Consideration of an Ordinance to Amend the FY 2025 School Special Projects Fund Budget (AF-132-2025) (David Frye)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Mayes.

**ORDINANCE NO. 7206** AN ORDINANCE TO AMEND THE FY 2025 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

**XI. OTHER BUSINESS**

**1. Consideration of a Resolution Authorizing the City Manager to Purchase Playground Equipment from Playworld for Washington Elementary School Utilizing the Sourcewell Cooperative Purchasing Contract 010521-LTS-8 (AF-104-2025) (David Frye)**

Motion made by Alderman Phillips, Seconded by Vice Mayor Duncan.

**RESOLUTION NO. 2025-250** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO PLAYWORLD PREFERRED FOR THE WASHINGTON ELEMENTARY SCHOOL PLAYGROUND THROUGH SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 010521- LTS-8

Passed: All present voting "aye."

**2. Consideration of a Resolution Authorizing the Mayor to Execute a Contract to Engage the Firm of Brown, Edwards, and Company, LLP to Audit the Financial Statements of the City of Kingsport for the Fiscal Year Ending June 30, 2025 with Expected Annual Renewals for Fiscal Years 2026 and 2027 (AF-154-2025) (Travis Bishop)**



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Motion made by Alderman George, Seconded by Alderman Mayes.

**RESOLUTION NO. 2025-251** A RESOLUTION APPROVING AN AGREEMENT WITH BROWN, EDWARDS, AND COMPANY, LLP FOR AUDIT SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**3. Consideration of a Resolution to Amend Agreement with Barge Design Solutions for a South Fork Holston Water Quality Assessment (AF-142-2025) (Ryan McReynolds)**

Motion made by Alderman George, Seconded by Alderman Mayes.

**RESOLUTION NO. 2025-252** A RESOLUTION APPROVING AN AMENDMENT TO THE ENGINEERING AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR WATER QUALITY ASSESSMENT OF THE SOUTH FORK OF THE HOLSTON RIVER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

Passed: All present voting "aye."

**4. Consideration of a Resolution Authorizing a Change Order for Exterior Facade Renovations for Allandale Mansion (AF-149-2025) (Michael T. Borders)**

Motion made by Alderman George, Seconded by Vice Mayor Duncan.

**RESOLUTION NO. 2025-253** A RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO THE CONTRACT WITH COMSA CONSTRUCTION FOR THE EXTERIOR FAÇADE RENOVATIONS FOR ALLANDALE MANSION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

**5. Consideration of a Resolution to Approve a Temporary Right-of-Way Easement with Kingsport Power Company (AF-151-2025) (Michael Thompson)**

Motion made by Vice Mayor Duncan, Seconded by Alderman Baker.

**RESOLUTION NO. 2025-254** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY RIGHT-OF-WAY EASEMENT WITH KINGSFORT POWER COMPANY

Passed: All present voting "aye."

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, June 3, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**XII. CONSENT AGENDA** None.

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt remarked he appreciated all the time spent on one of the most challenging budgets to date and thanked all of city staff for making the necessary adjustments along the way. He also expressed appreciation for the board's support and confidence as well as staying true to the rate plan.

**2. Mayor and Board Members**

Alderman Mayes commented on an article in the paper regarding the IMAX theatre and asked the city manager to provide information. Mr. McCartt stated they expect to break ground in the next 60 days and noted outparcel development will also be ramping up. Alderman George commented Monday is public safety day at the Farmers Market from 10am to 2pm and encouraged citizens to attend. She also mentioned upcoming ribbon cuttings. She thanked staff for their time on the budget and stated she's glad to be moving forward. Alderman Baker thanked the Fire Chief for the professionalism and hard work responding to a fire at his workplace yesterday. He also thanked Chief Phipps for their assistance as well. Alderman Phillips stated Carriage House is celebrating 50 years in business on Thursday. Also, Southern Craft is opening on Main Street in response to the city's investment there. He stated there is a ribbon cutting tomorrow on his townhomes and offered thanks for everyone's hard work on the budget. Vice Mayor Duncan stated he appreciated all the hard work going into the budget as well. He commented on many exciting projects across the city and renovations happening downtown. Mayor Montgomery thanked the City Manager for his efforts on the budget, noting it wasn't taken lightly and there is still work to be done.

**XIV. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:51 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor



## AGENDA ACTION FORM

### **Public Hearing and Consideration of an Ordinance Setting Property Tax Rate for Property within the City of Kingsport, Sullivan and within the City of Kingsport, Hawkins County**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-168-2025

Work Session: June 16, 2025

First Reading: June 17, 2025

Final Adoption: July 15, 2025

Staff Work By: Morris

Presentation By: McCartt

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#### **Recommendation:**

- Conduct Public Hearing
- Approve the Ordinance

#### **Executive Summary:**

Approval of this ordinance will allow the City of Kingsport to set a property tax rate for the FY-26 budget.

The State of Tennessee Board of Equalization, based upon data submitted by the Sullivan County Property Assessor, set the equalized tax rate on June 5, 2025 to \$1.3473 for property within the City of Kingsport, Sullivan County and to \$2.2681 for property within the City of Kingsport, Hawkins County. The Hawkins County equalized rate is based upon comparable appraised values to the recently reassessed properties in Sullivan County. Hawkins County is on a 5-year reassessment cycle and will not be reassessed until 2026.

The City intends to exceed the equalized rate set by the State Board of Equalization with a rate of \$1.6773 for property within the City of Kingsport, Sullivan County, which reflects a \$0.33 tax increase. The tax rate for property within the City of Kingsport, Hawkins County will be \$2.4878. This reflects an equal increase when compared to Sullivan County.

The property tax rate was set at \$1.9983 in the FY24-25 budget for property within the City of Kingsport, Sullivan County and property within the City of Kingsport, Hawkins County.

#### **Attachments:**

1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE PROVIDING FOR AND FIXING THE TAX RATE ON ALL REAL, PERSONAL, AND MIXED PROPERTY WITHIN THE CITY OF KINGSPORT, SULLIVAN COUNTY AND THE CITY OF KINGSPORT, HAWKINS COUNTY WHICH IS TAXABLE ON THE BASIS OF ASSESSMENTS MADE BY THE COUNTY PROPERTY ASSESSORS AND THE DIVISION OF PROPERTY ASSESSMENTS OF THE STATE OF TENNESSEE FOR THE YEAR 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the corporate boundaries of the City of Kingsport are situated within the boundaries of Sullivan County and Hawkins County; and

WHEREAS, the local property assessors have prepared assessment rolls of taxation on real, personal and mixed property for the 2025 tax year; and

WHEREAS, a tax rate of \$1.6773 for Sullivan County and \$2.4878 for Hawkins County will generate revenue adequate to support the Fiscal Year 2025-2026 budget.

Now therefore,

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

SECTION I. That the City tax on every \$100.00 assessed value of real, personal and mixed property within the corporate limits of the City of Kingsport, Sullivan County and the City of Kingsport, and not exempt from taxation, shall be \$1.6773, to fund current operating expenses of the City government, interest on bonded debt and other disbursements, which are legal obligations of the City of Kingsport; that said taxes received for the FY 2025-2026 shall be expended in accordance with the Annual Appropriation Ordinance.

SECTION II. That the City tax on every \$100.00 assessed value of real, personal and mixed property within the corporate limits of the City of Kingsport and Hawkins County and not exempt from taxation, shall be \$2.4878, to fund current operating expenses of the City government, interest on bonded debt and other disbursements, which are legal obligations of the City of Kingsport; that said taxes received for the FY 2025-2026 shall be expended in accordance with the Annual Appropriation Ordinance.

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

ATTEST:

\_\_\_\_\_  
PAUL W. MONTGOMERY, 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 FY2025**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-169-2025

Work Session: June 16, 2025

First Reading: June 17, 2025

Final Adoption: July 15, 2025

Staff Work By: Morris

Presentation By: McCartt

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#### **Recommendation:**

Approve the Budget Ordinance.

#### **Executive Summary:**

Various funds are being amended to prepare for project closures in FY2025. A transfer from the General Fund of \$5,473 was needed to cover project overages in the General Project Fund and the General Projects-Special Revenue Fund.

A total of 15 projects are being balanced for closure in the General Projects Fund (4 projects) and the General Projects-Special Revenue Fund (11 Projects) in FY 2025.

A Community Development Grant Fund project is being established to receive CDBG grant funds for Child Care Creation to be distributed to the First Tennessee Development District.

The closure of the Warriors Path Water Line Project resulted in the return of \$45,418 to the Visitors Enhancement Fund.

ARP Funds are being redistributed from two Water projects and one Stormwater project to fund the Stormwater Master Plan.

Donations in the amount of \$350,000 for the BMP Otter Habitat project are being received in the Bays Mountain Park Association Fund and distributed to the BMP Otter Habitat project.

A summary page explaining changes is attached.

#### **Attachments:**

1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2025; 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 amended by transferring \$5,473 from Advertising & Publication line (110-1008-408.20-10) to the To General Project Fund line (110-4804-481.70-36) in the amount of \$5,012 and to the To Ten Proj-Special Rev Project line (110-4804-481.70-35) in the amount of \$461 to balance several project for closure.

SECTION III. That the General Projects-Special Revenue Fund be amended by reducing the Bullet Proof Vest project (NC2011) by \$2,475 and adding \$273 from the General Fund, by increasing the Bullet Proof Vest project (NC2110) by \$6,860 by adding \$254 From the US Dept of Justice and \$6,606 from the General Fund, by increasing the BMP Nature Center Balcony project (NC2220) by allocating \$313 from the General Fund, by reducing the Traffic Signals/Poles project (NC2228) by returning \$1,281 to the General Fund, by reducing the Greenbelt Bridge project (NC2231) by returning \$2,000 to the General Fund, by reducing the Bullet Proof Vest Project (NC2232) by \$16,900 by reducing the grant allocation by \$8,450 and returning \$8,450 to the General Fund, by reducing the Library ARPA Grant project (NC2233) by \$2,659 by reducing the ARPA allocation by \$2,085 and transferring \$574 to the Parks ADA project (NC2207), by reducing the SRO Reimbursement project (NC2409) by \$247,290, by transferring \$40 from the Farmstead Museum Project (NC2413) to the Parks ADA project (NC2207), by transferring \$3,457 from the Athletic Field Improvement project (NC2414) to the Parks ADA project (NC2207), by reducing the grant amount by \$5,000 and allocating \$5,000 from the General Fund to the Farmacy Fit project (NC2305), and by appropriating \$1,500 from the Department of Agriculture to the FM Advertising project (NC2515). Close NC2011, NC2110, NC2220, NC2228, NC2231, NC2232, NC2233, NC2413, NC2414, NC2305, NC2409.

SECTION III. That the Community Development Block Grant Fund be amended by appropriating \$9,400 from the TN Department of Econ & Community Dev to the CDBG Childcare Grant project (CD2506).

SECTION IV. That the Visitors Enhancement Fund be amended by returning \$45,418 from the Warriors Path Water Line project (GP2023).

SECTION V. That the General Project Fund be amended by allocating \$4,615 from the General Fund to the River Bend project (GP1512), by transferring \$16,308 from the Local Roads project (GP1836) to the Pedestrian Bridge project (GP2108), by reducing the allocation from Sullivan County to the Warriors Path Water Line project (GP2023) by \$45,418 and reducing the From the Visitors Enhancement Fund by \$45,418, by allocating \$540 from the General Fund to the General Park Improvements project (GP2106), by allocating 350,000 from the from the Bays Mountain Park Commission Fund to the BMP Otter Habitat project (GP2305), and by returning \$143 to the General Fund from the Large Format Printer project (GP2505). Close GP1512, GP1836, GP2023, and GP2505.

SECTION VI. That the Water Project Fund be amended by reducing the ARP Funding to the AMI Meter Purchase project (WA2306) by \$35,356 for use in the Stormwater Mater Plan

project (ST2302), and by reducing the ARP funding to the Water Valve Location & Assessment project (WA2307) by \$30,008 for use in the Stormwater Mater Plan project (ST2302).

SECTION VII. That the Stormwater Project Fund be amended by reducing ARP funding to the Stormwater Asset Mapping project (ST2303) by \$60,636 for use in the Stormwater Mater Plan project (ST2302), and by allocating \$126,000 in ARP Funding to the Stormwater Mater Plan project (ST2302).

SECTION VIII. That the Bays Mountain Park Association Fund be amended by appropriating \$350,000 in funds received from various donors to be allocated to the BMP Otter Habitat project (GP2305).

**Fund 110: General Fund**

**Account Number/Description:**

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-1008-408.20-10 Advertising & Publication	10,000	(5,473)	4,527
110-4804-481.70-35 To Gen Proj-Special Rev	2,264,025	461	2,264,486
110-4804-481.70-36 General Project Fund	7,153,105	5,012	7,158,117
<b>Total:</b>	<b>9,427,130</b>	<b>0</b>	<b>9,427,130</b>

**Gen Proj-Special Rev Fund: 111**

**Bullet Proof Vest (NC2011)**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.38-00 U.S. Dept. of Justice	10,687	(2,475)	8,212
111-0000-391.01-00 From General Fund	10,687	273	10,960
<b>Total:</b>	<b>21,374</b>	<b>(2,202)</b>	<b>19,172</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tool	21,374	(2,202)	19,172
<b>Total:</b>	<b>21,374</b>	<b>(2,202)</b>	<b>19,172</b>

**Bullet Proof Vest (NC2110)**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.38-00 U.S. Dept. of Justice	20,800	254	21,054
111-0000-391.01-00 From General Fund	20,800	6,606	27,406
<b>Total:</b>	<b>41,600</b>	<b>6,860</b>	<b>48,460</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tool	41,600	6,860	48,460
<b>Total:</b>	<b>41,600</b>	<b>6,860</b>	<b>48,460</b>



**BMP Nature Center Balcony (NC2220)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	125,000	0	125,000
111-0000-391.01-00 From General Fund	0	313	313
<b>Total:</b>	<b>1,250,000</b>	<b>313</b>	<b>125,313</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	120,100	(30,300)	89,800
111-0000-601.20-23 Arch/Eng/Landscaping Serv	4,900	13,731	18,631
111-0000-601.30-20 Operating Supplies & Tool	0	16,882	16,882
<b>Total:</b>	<b>125,000</b>	<b>313</b>	<b>125,313</b>

**Traffic Signals/Poles (NC2228)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-364.20-00 From Corporations	9,900	0	9,900
111-0000-391.01-00 From General Fund	100,000	(1,281)	98,719
<b>Total:</b>	<b>109,900</b>	<b>9,900</b>	<b>108,619</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	2,715	0	2,715
111-0000-601.90-03 Improvements	107,185	(1,281)	105,904
<b>Total:</b>	<b>109,900</b>	<b>9,900</b>	<b>108,619</b>

**Greenbelt Bridge (NC2231)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-391.01-00 From General Fund	59,290	(2,000)	57,290
<b>Total:</b>	<b>59,290</b>	<b>(2,000)</b>	<b>57,290</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	46,500	0	46,500
111-0000-601.20-23 Arch/Eng/Landscaping Serv	12,790	(2,000)	10,790
<b>Total:</b>	<b>59,290</b>	<b>(2,000)</b>	<b>57,290</b>

**Bullet Proof Vest Project (NC2232)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-331.38-00 U.S. Dept. of Justice	8,450	(8,450)	0
111-0000-391.01-00 From General Fund	8,450	(8,450)	0
<b>Total:</b>	<b>16,900</b>	<b>(16,900)</b>	<b>0</b>

**Expenditures:**

	\$	\$	\$
111-3020-442.30-20 Operating Supplies & Tools	16,900	(16,900)	0
<b>Total:</b>	<b>16,900</b>	<b>(16,900)</b>	<b>0</b>

**Library ARPA Grant (NC2233)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-337.58-22 ARPA	17,112	(2,085)	15,027
111-0000-364.30-00 Non-Profit Groups	4,278	(574)	3,704
<b>Total:</b>	<b>21,390</b>	<b>(2,659)</b>	<b>18,731</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.90-03 Improvements	21,390	(2,659)	18,731
<b>Total:</b>	<b>21,390</b>	<b>(2,659)</b>	<b>18,731</b>

**SRO Reimbursement (NC2409)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-391.01-00 From General Fund	900,000	(247,290)	652,710
<b>Total:</b>	<b>900,000</b>	<b>(247,290)</b>	<b>652,710</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.10-10 Salaries & Wages	271,500	94,891	366,391
111-0000-601.10-11 Overtime	16,000	(15,014)	986
111-0000-601.10-20 Social Security	27,000	(400)	26,600
111-0000-601.10-30 Group Health Insurance	111,500	(32,854)	78,646
111-0000-601.10-41 TCRS Retirement	0	71,478	71,478
111-0000-601.10-42 TCRS Hybrid Retirement	28,500	(23,749)	4,751
111-0000-601.10-43 ICMA Retirement	0	8,039	8,039
111-0000-601.10-44 TCRS Stabilization %	0	1,127	1,127
111-0000-601.10-50 Life Insurance	1,000	(363)	637
111-0000-601.10-52 Long Term Disability Ins	500	(20)	480
111-0000-601.10-60 Workmen's Compensation	5,500	(260)	5,240
111-0000-601.10-61 Unemployment Insurance	500	(196)	304
111-0000-601.20-99 Miscellaneous	49,577	(1,926)	47,651
111-0000-601.30-20 Operating Supplies & Tool	0	306	306
111-0000-601.90-04 Equipment	0	37,246	37,246
111-0000-601.90-06 Purchases \$5,000 & Over	388,423	(385,595)	2,828
<b>Total:</b>	<b>900,000</b>	<b>(247,290)</b>	<b>652,710</b>

**Farmstead Museum (NC2413)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	75,000	0	75,000
111-0000-364.30-00 From Non-Profit Groups	15,000	0	15,000
111-0000-391.62-00 Bays Mountain Commission	40,000	(40)	39,960
<b>Total:</b>	<b>130,000</b>	<b>(40)</b>	<b>129,960</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	3,258	3,258
111-0000-601.90-03 Improvements	130,000	(3,298)	126,702
<b>Total:</b>	<b>130,000</b>	<b>(40)</b>	<b>129,960</b>

**Athletic Field Improvements (NC2414)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-391.69-00 Visitors Enhancement Fund	100,000	(3,457)	96,543
<b>Total:</b>	<b>100,000</b>	<b>(3,457)</b>	<b>96,543</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.90-03 Improvements	100,000	(3,457)	96,543
<b>Total:</b>	<b>100,000</b>	<b>(3,457)</b>	<b>96,543</b>

**Farmacy Fit (NC2305)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-368.99-00 Miscellaneous	5,000	(5,000)	0
111-0000-391.01-00 From General Fund	0	5,000	5,000
<b>Total:</b>	<b>5,000</b>	<b>0</b>	<b>5,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	5,000	0	5,000
<b>Total:</b>	<b>5,000</b>	<b>0</b>	<b>5,000</b>

**Parks ADA (NC2207)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-364.30-00 Non-Profit Groups	0	574	574
111-0000-391.01-00 From General Fund	300,000	0	300,000
111-0000-391.69-00 Visitors Enhancement Fund	0	3,457	3,457
111-0000-391.62-00 Bays Mountain Commission	0	40	40
<b>Total:</b>	<b>300,000</b>	<b>4,071</b>	<b>304,071</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	300,000	4,071	304,071
<b>Total:</b>	<b>300,000</b>	<b>4,071</b>	<b>304,071</b>

**CDBG Fund: 124****CDBG Childcare Grant (CD2506)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
124-0000-337.49-00 Housing & Urban Dev	0	9,400	9,400
<b>Total:</b>	<b>0</b>	<b>9,400</b>	<b>9,400</b>

**Expenditures:**

	\$	\$	\$
124-0000-603.40-23 Grants	0	9,400	9,400
<b>Total:</b>	<b>0</b>	<b>9,400</b>	<b>9,400</b>

**Visitors Enhancement Fund: 135****Account Number/Description:****Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
135-4804-481.70-36 To General Project Fund	200,000	(45,418)	154,582
<b>Total:</b>	<b>200,000</b>	<b>(45,418)</b>	<b>154,582</b>

**General Project Fund: 311****River Bend (GP1512)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-334.50-10 KHRA	666,666	0	666,666
311-0000-368.10-47 2014 A GO Bonds	1,099,802	0	1,099,802
311-0000-368.10-66 Series 2019 GO Improvment	134,981	0	134,981
311-0000-368.21-01 Premium From Bond Sale	125,749	0	125,749
311-0000-391.01-00 From General Fund	503,855	4,615	508,470
<b>Total:</b>	<b>2,531,053</b>	<b>4,615</b>	<b>2,535,668</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	265,000	(18,398)	246,602
311-0000-601.40-41 Bond Sale Expense	14,968	0	14,968
311-0000-601.90-01 Land	6,827	0	6,827
311-0000-601.90-03 Improvements	2,244,258	23,013	2,267,271
<b>Total:</b>	<b>2,531,053</b>	<b>4,615</b>	<b>2,535,668</b>

**Local Roads (GP1836)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	711,356	(16,308)	695,048
311-0000-368.21-01 Premium From Bond Sale	72,590	0	72,590
<b>Total:</b>	<b>783,946</b>	<b>(16,308)</b>	<b>767,638</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	90,358	(2,401)	87,957
311-0000-601.40-41 Bond Sale Expense	37,199	0	37,199
311-0000-601.90-03 Improvements	656,389	(13,907)	642,482
<b>Total:</b>	<b>783,946</b>	<b>(16,308)</b>	<b>767,638</b>

**Pedestrian Bridge (GP2108)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	0	16,308	16,308
311-0000-368.10-66 Series 2019 GO Improvment	64,145	0	64,145
311-0000-368.10-72 GO Bonds Series 2023	689,329	0	689,329
311-0000-368.21-01 Premium From Bond Sale	28,769	0	28,769
311-0000-391.01-00 From General Fund	7,000	0	7,000
<b>Total:</b>	<b>789,243</b>	<b>16,308</b>	<b>805,551</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	700,000	16,308	716,308
311-0000-601.40-41 Bond Sale Expense	7,243	0	7,243
311-0000-601.90-03 Improvements	82,000	0	82,000
<b>Total:</b>	<b>789,243</b>	<b>16,308</b>	<b>805,551</b>

**Warriors Path Water Line (GP2023)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-333.99-00 Other County Revenue	75,000	(45,418)	29,582
311-0000-391.69-00 Vistors Enhancement Fund	75,000	(45,418)	29,582
<b>Total:</b>	<b>150,000</b>	<b>(90,836)</b>	<b>59,164</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	150,000	(90,836)	59,164
<b>Total:</b>	<b>150,000</b>	<b>(90,836)</b>	<b>59,164</b>

**General Park Improvements (GP2106)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-364.20-00 From Corporations	2,000	0	2,000
311-0000-364.30-00 From Non-Profit Groups	13,000	0	13,000
311-0000-368.10-55 Series 2017 A GO Bonds	26,950	0	26,950
311-0000-368.10-66 Series 2019 GO Improvement	11,128	0	11,128
311-0000-368.21-01 Premium From Bond Sale	2,104	0	2,104
311-0000-391.01-00 From General Fund	106,737	540	107,277
311-0000-391.69-00 Visitor Enhancement Fund	5,824	0	5,824
<b>Total:</b>	<b>167,743</b>	<b>540</b>	<b>168,283</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	167,743	540	168,283
<b>Total:</b>	<b>167,743</b>	<b>540</b>	<b>168,283</b>

**BMP Otter Exhibit (GP2305)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-368.10-66 Series 2019 Improvement	53,693	0	53,693
311-0000-368.10-69 GO Bond Series 2021	865,043	0	865,043
311-0000-368.21-01 Premium From Bond Sale	84,957	0	84,957
311-0000-391.01-00 From General Fund	500,000	0	500,000
311-0000-391.62-00 Bays Mtn Park Comm	31,382	350,000	381,382
<b>Total:</b>	<b>1,535,075</b>	<b>350,000</b>	<b>1,885,075</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	170,177	28,713	198,890
311-0000-601.90-03 Improvements	1,364,898	321,287	1,686,185
<b>Total:</b>	<b>1,535,075</b>	<b>350,000</b>	<b>1,885,075</b>

**Large Format Printer (GP2505)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-391.01-00 From General Fund	50,000	(143)	49,857
<b>Total:</b>	<b>50,000</b>	<b>(143)</b>	<b>49,857</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-04 Equipment	50,000	(143)	49,857
<b>Total:</b>	<b>50,000</b>	<b>(143)</b>	<b>49,857</b>

**Water Project Fund: 451****AMI Meter Purchase (WA2306)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
451-0000-337.16-23 American Rescue Plan	2,526,363	(35,356)	2,491,007
451-0000-391.05-56 Series 2019 GO Improve	300,000	0	300,000
<b>Total:</b>	<b>2,826,363</b>	<b>(35,356)</b>	<b>2,791,007</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.20-22 Construction Contracts	75,000	0	75,000
451-0000-605.90-04 Equipment	500,000	0	500,000
451-0000-605.90-23 New Meters	100,000	0	100,000
451-0000-605.90-24 Replacement Meters	2,151,363	(35,356)	2,116,007
<b>Total:</b>	<b>2,826,363</b>	<b>(35,356)</b>	<b>2,791,007</b>

**Wa Valve Loc & Assessment (WA2307)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
451-0000-337.16-23 American Rescue Plan	750,000	(30,008)	719,992
451-0000-391.05-56 Series 2019 GO Improve	91,241	0	91,241
451-0000-391.05-72 GO Bonds Series 2023	100,000	0	100,000
<b>Total:</b>	<b>941,241</b>	<b>(30,008)</b>	<b>911,233</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.90-03 Improvements	941,241	(30,008)	911,233
<b>Total:</b>	<b>941,241</b>	<b>(30,008)</b>	<b>911,233</b>

**Stormwater Project Fund: 457****Stormwater Asset Mapping (ST2303)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
457-0000-337.16-23 American Rescue Plan	763,636	(60,636)	703,000
457-0000-391.95-00 Storm Water Fund	91,800	0	91,800
<b>Total:</b>	<b>855,436</b>	<b>(60,636)</b>	<b>794,800</b>

**Expenditures:**

	\$	\$	\$
457-0000-622.20-20 Professional/Consultant	855,436	(60,636)	794,800
<b>Total:</b>	<b>855,436</b>	<b>(60,636)</b>	<b>794,800</b>

**Stormwater Master Plan (ST2302)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
457-0000-337.16-23 American Rescue Plan	150,000	126,000	276,000
457-0000-391.95-00 Storm Water Fund	17,500	0	17,500
<b>Total:</b>	<b>167,500</b>	<b>126,000</b>	<b>293,500</b>

**Expenditures:**

	\$	\$	\$
457-0000-622.20-20 Professional/Consultant	167,500	126,000	293,500
<b>Total:</b>	<b>167,500</b>	<b>126,000</b>	<b>293,500</b>

**Bays Mt Park Comm Fund: 612****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
612-0000-364.20-00 From Corporations	0	125,000	125,000
612-0000-364.30-00 From Non-Profit Groups	411,091	225,000	636,091
<b>Total:</b>	<b>411,091</b>	<b>350,000</b>	<b>761,091</b>

**Expenditures:**

	\$	\$	\$
612-4804-481.70-35 To Gen Proj-Special Rev Fund	412,647	350,000	762,647
<b>Total:</b>	<b>412,647</b>	<b>350,000</b>	<b>762,647</b>

SECTION IX. 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.

\_\_\_\_\_  
PAUL W. MONTGOMERY, 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:



CITY OF KINGSPORT  
FISCAL YEAR 2024-2025  
BUDGET AMENDMENT NUMBER 24

**ITEM ONE: Transfer \$5,743 to cover project overages**

The General Fund is being amended to transfer \$5,743 to cover project overages in both the General Project fund (\$5,012) and the General Projects-Special Revenue Fund (\$461).

**ITEM TWO: General Projects-Special Revenue Fund Cleanup**

The General Projects-Special Revenue fund is being amended to clean up and close 11 projects and accepts a \$1,500 grant from the TN Department of Agriculture for Farmers Market Advertising.

**ITEM THREE: Sets up CDBG Childcare Grant project**

The CDBG Project Fund is being amended by accepting a CDBG Grant for \$9,400 to be allocated to the First Tennessee Development District for the Childcare Creation project.

**ITEM FOUR: Returning Unused Match Dollars**

In FY 2020 a project was set up for Water line work at Warriors Path State Park. The agreement was for a 50/50 match with Sullivan County. This project has been completed and the remaining match funds of \$45,418 are being returned to the Visitors Enhancement Fund.

**ITEM FIVE: General Project Fund Cleanup**

The General Project Fund is being amended to clean up and close 4 projects and moves \$350,000 in donations received to the BMP Otter Habitat project.

**ITEM SIX: Reduction in ARP Funding for Stormwater Usage**

The Water Project Fund is being amended by reducing the ARP funding to two projects by a total of \$65,364 to be transferred to the Stormwater Master Plan project.

**ITEM SEVEN: Adds Funding for the Stormwater Master Plan**

The Stormwater Project Fund is being amended by reducing the ARP funding to the Stormwater Asset Mapping project by \$60,636 and increasing the ARP Funds contributed to the Stormwater Master Plan by \$126,000.

**ITEM EIGHT: Allocating Funds Received for BMP Otter Habitat**

The Bays Mountain Park Commission Fund is being amended by appropriating \$350,000 donations received for the BMP Otter Habitat.



## AGENDA ACTION FORM

### **Consideration of a Budget Ordinance for Various Funds FY25**

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

Action Form No.: AF-122-2025  
Work Session: June 2, 2025  
First Reading: June 3, 2025

**Final Adoption: June 17, 2025**  
Staff Work By: Morris  
Presentation By: McCartt

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#### **Recommendation:**

Approve the Budget Ordinance

#### **Executive Summary:**

The General Fund budget is being decreased by reducing the From Fund Balance line (110-0000-392.01-00) by \$466,043 and by decreasing the To Debt Service Fund line (110-4804-81.70-29) by \$2,004,683, reducing the Future Appropriations line (110-4890-901.60-01) by \$166,000, increasing the To UMTA Fund line (110-4804-481.70-13) by \$156,400, increasing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$659,940, and increasing the Salaries and Wages line (110-4806-481.10-10) by \$888,300.

The General Projects-Special Revenue Fund is being amended by creating the Airline Incentive project (NC2515) in the amount of \$250,000, creating the Road Salt project (NC2516) in the amount of \$150,000, and creating the Petworks Debt Service project (NC2517) in the amount of \$259,940.

The Debt Service Fund be amended by increasing various revenue lines for a total of \$2,004,683 and by decreasing the From General Fund line (211-0000-391-01-00) by \$2,004,683.

#### **Attachments:**

1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2025; 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 decreased by reducing the From Fund Balance line (110-0000-392.01-00) by \$466,043 and by decreasing the To Debt Service Fund line (110-4804-81.70-29) by \$2,004,683, reducing the Future Appropriations line (110-4890-901.60-01) by \$166,000, increasing the To UMTA Fund line (110-4804-481.70-13) by \$156,400, increasing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$659,940, and increasing the Salaries and Wages line (110-4806-481.10-10) by \$888,300.

SECTION II. That the General Projects-Special Revenue Fund be amended by creating the Airline Incentive project (NC2515) in the amount of \$250,000, creating the Road Salt project (NC2516) in the amount of \$150,000, and creating the Petworks Debt Service project (NC2517) in the amount of \$259,940.

SECTION III. That the Debt Service Fund be amended by increasing various revenue lines for a total of \$2,004,683 and by decreasing the From General Fund line (211-0000-391-01-00) by \$2,004,683.

**General Fund: 110**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-0000-392.01-00 Fund Balance App	466,043	(466,043)	\$0
<b>Total:</b>	<b>466,043</b>	<b>(466,043)</b>	<b>\$0</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-4804-481.70-13 To UMTA Fund	446,031	156,400	602,431
110-4804-481.70-29 To Debt Service Fund	11,148,900	(2,004,683)	9,144,217
110-4804-481.70-35 To Gen Proj-Special Rev	2,264,025	659,940	2,923,965
110-4806-481.10-10 Salaries and Wages	(888,300)	888,300	0
110-4890-901.60-01 Future Appropriations	166,000	(166,000)	0
<b>Total:</b>	<b>13,136,656</b>	<b>(466,043)</b>	<b>12,670,613</b>

**General Projects-Special Revenue Fund: 111**

**Airline Incentive (NC2515)**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-601.40-23 Grants	0	250,000	250,000
<b>Total:</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Road Salt (NC2516)****Account Number/Description:****Revenues:**

111-0000-391.01-00 From General Fund

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

**Expenditures:**

111-0000-601.30-22 Maintenance Supplies

	\$	\$	\$
	0	150,000	150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Petworks Debt Service (NC2517)****Account Number/Description:****Revenues:**

111-0000-391.01-00 From General Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	259,940	259,940
<b>Total:</b>	<b>0</b>	<b>259,940</b>	<b>259,940</b>

**Expenditures:**

111-0000-601.40-23 Grants

	\$	\$	\$
	0	259,940	259,940
<b>Total:</b>	<b>0</b>	<b>259,940</b>	<b>259,940</b>

**Fund 211: Debt Service Fund****Account Number/Description:****Revenues:**

211-0000-361.10-00 Earnings On Investments

211-0000-361.22-05 Int GO Bonds

211-0000-391.01-00 From General Fund

211-0000-391.21-00 From School Fund

211-0000-392.01-00 Fund Bal Appropriations

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	250,000	1,065,180	1,315,180
	0	29,929	29,929
	11,148,900	(2,004,683)	9,144,217
	4,971,200	0	4,971,200
	4,580	909,574	914,154
<b>Total:</b>	<b>16,374,680</b>	<b>0</b>	<b>16,374,680</b>

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, 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:

CITY OF KINGSPORT  
FISCAL YEAR 2024-2025  
BUDGET AMENDMENT NUMBER 23

**ITEM ONE: Decrease General Fund by \$466,043**

The General Fund is being decreased by adjusting the General Fund contribution to the Debt Service Fund. Earnings on Interest allow us to cover \$466,043 in prior year encumbrances, a \$156,400 shortfall in transit matching dollars for FY2025 and increases the 'calculated Salary Slippage' line from \$-888,300 to \$0. It also sets aside \$250,000 for the Airport Incentive, \$259,940 to cover Petworks Debt Payment due July 1, 2025, and \$150,000 for a salt purchase that was delayed in FY25.

**ITEM TWO: Project Creation**

Creates the Airline Incentive project (NC2515) in the amount of \$250,000, the Petworks Debt Payment project (NC2516) in the amount of \$259,940, and the Road Salt project (NC2517) in the amount of \$150,000.

**ITEM THREE: Decreases Contribution to Debt Service from General Fund**

Due to higher than budgeted interest earned in FY2025, the Debt Service Fund is using the excess interest and Fund Balance to cover debt payments from the Debt Service Fund in FY2025 and reallocates the savings to the General Fund for the creation of the above projects, the covering of Salary Slippage, prior year encumbrances and a shortfall in Transit matching dollars.



## AGENDA ACTION FORM

### **Consideration of an Ordinance to Adopt the FY 2025-2026 Budget**

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

Action Form No.: AF-155-2025  
Work Session: June 2, 2025  
First Reading: June 3, 2025

**Final Adoption: June 17, 2025**  
Staff Work By: John Morris  
Presentation By: Chris McCartt

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#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 15, 2025 budget work session. As required by Article XV of the city's charter, it was published in the Times News on May 28, 2025.

The total revenue and expenditures less transfers (duplicates) for the FY25-26 budget for all funds are \$226,400,070. This excludes the water, sewer, and grant project funds. Separate ordinances for these funds will be presented.

#### **Attachments:**

1. Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

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

SECTION 1: 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, 2025, and ending June 30, 2026 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 FY25-26 Budget of \$300,502,900, less inter-fund transfers of \$74,102,830, for a net Total Budget Revenue of \$226,400,070 are hereby appropriated.

The estimated expenditures for the Total FY25-26 Budget of \$300,502,900, less inter-fund transfers of \$74,102,830, for a net Total Budget Expenditure of \$226,400,070 are hereby appropriated.



Estimated Revenues and Appropriations for the Fiscal Period July 1, 2025 - June 30, 2026.

<b>GENERAL FUND - 110</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Local Taxes	\$52,270,333	\$55,045,225	\$65,063,800
Licenses And Permits	\$903,001	\$747,064	\$774,700
Intergovernmental	\$33,549,551	\$40,909,843	\$34,523,000
Charges For Services	\$3,167,315	\$3,002,638	\$2,757,500
Fines And Forfeitures	\$1,231,284	\$1,140,465	\$1,156,000
Other	\$2,305,264	\$1,329,631	\$1,382,000
<b>Other Financing Sources</b>			
Transfers In - from other funds	\$4,338,801	\$3,866,600	\$3,726,600
Transfers In - from other funds (PILOT)	\$1,491,000	\$1,491,000	\$1,491,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$99,256,549</b>	<b>\$107,532,466</b>	<b>\$110,874,600</b>
<b>Expenditures</b>			
Administration	\$12,814,044	\$13,249,241	\$14,537,900
Development Services	\$2,137,151	\$2,018,765	\$2,413,300
Police Department	\$13,999,748	\$14,636,914	\$17,405,400
Fire Department	\$12,458,158	\$12,682,504	\$14,110,600
Leisure Services (Parks & Recreation)	\$7,026,453	\$7,526,276	\$7,973,070
Public Works	\$12,299,034	\$12,977,131	\$14,185,130
Other Expenses (Miscellaneous Government Services)	\$1,449,011	\$866,600	\$668,300
Less Internal Fund Transfers	(\$9,985,657)	(\$10,398,452)	(\$11,797,430)
<b>Other Financing Uses</b>			
Transfers Out - To Debt Service Fund (Principal and Interest)	\$8,284,572	\$11,148,900	\$12,145,500
Transfers Out - To Internal Service Funds	\$9,985,657	\$10,398,452	\$11,797,430
Transfers Out - To Other Funds	\$28,780,958	\$31,577,700	\$27,435,400
<b>Total Appropriations</b>	<b>\$99,249,129</b>	<b>\$106,684,031</b>	<b>\$110,874,600</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$7,420</b>	<b>\$848,435</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$25,584,464</b>	<b>\$25,591,884</b>	<b>\$26,440,319</b>
<b>Ending Fund Balance June 30</b>	<b>\$25,591,884</b>	<b>\$26,440,319</b>	<b>\$26,440,319</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>25.8%</b>	<b>24.8%</b>	<b>23.8%</b>

<b>STATE STREET AID FUND - 121</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
State Gas and Motor Fuel Taxes	\$1,949,224	\$1,966,934	\$2,030,200
<b>Other Financing Sources</b>			
Transfers In - From General Fund	\$1,088,974	\$1,264,774	\$1,295,700
<b>Total Revenues and Other Financing Sources</b>	<b>\$3,038,198</b>	<b>\$3,231,708</b>	<b>\$3,325,900</b>
<b>Expenditures</b>			
Public Works Department	\$3,026,974	\$3,231,650	\$3,325,900
<b>Total Appropriations</b>	<b>\$3,026,974</b>	<b>\$3,231,650</b>	<b>\$3,325,900</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$11,224</b>	<b>\$58</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$11,543</b>	<b>\$22,767</b>	<b>\$22,825</b>
<b>Ending Fund Balance June 30</b>	<b>\$22,767</b>	<b>\$22,825</b>	<b>\$22,825</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>0.8%</b>	<b>0.7%</b>	<b>0.7%</b>

<b>CRIMINAL FORFEITURE FUND - 126</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Federal DOJ Code 015	\$2,561	\$1,547	\$0
Federal IRS Code CBP	\$7,414	\$6,830	\$6,000
Other	\$3,088	\$2,671	\$0
<b>Total Revenues and Other Financing Sources</b>	<b>\$13,063</b>	<b>\$11,048</b>	<b>\$6,000</b>
<b>Expenditures</b>			
Capital Outlay	(\$5,877)	\$6,000	\$6,000
<b>Total Appropriations</b>	<b>(\$5,877)</b>	<b>\$6,000</b>	<b>\$6,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$18,940</b>	<b>\$5,048</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$110,362</b>	<b>\$129,302</b>	<b>\$134,350</b>
<b>Ending Fund Balance June 30</b>	<b>\$129,302</b>	<b>\$134,350</b>	<b>\$134,350</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>0.0%</b>	<b>2239.2%</b>	<b>2239.2%</b>

<b>DRUG FUND - 127</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Fines And Forfeitures	\$72,317	\$46,033	\$157,100
<b>Total Revenues and Other Financing Sources</b>	<b>\$72,317</b>	<b>\$46,033</b>	<b>\$157,100</b>
<b>Expenditures</b>			
Drug Enforcement	\$73,811	\$157,100	\$157,100
<b>Total Appropriations</b>	<b>\$73,811</b>	<b>\$157,100</b>	<b>\$157,100</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$1,494)</b>	<b>(\$111,067)</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$607,237</b>	<b>\$605,743</b>	<b>\$494,676</b>
<b>Ending Fund Balance June 30</b>	<b>\$605,743</b>	<b>\$494,676</b>	<b>\$494,676</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>820.7%</b>	<b>314.9%</b>	<b>314.9%</b>

<b>REGIONAL SALES TAX FUND - 130</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Conference Center	\$4,809,227	\$4,935,799	\$5,000,000
Other	\$22,143	\$8,879	\$0
<b>Total Revenues and Other Financing Sources</b>	<b>\$4,831,370</b>	<b>\$4,944,678</b>	<b>\$5,000,000</b>
<b>Expenditures</b>			
Transfers Out - To other funds	\$5,670,057	\$5,000,000	\$5,000,000
<b>Total Appropriations</b>	<b>\$5,670,057</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$838,687)</b>	<b>(\$55,322)</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$1,413,946</b>	<b>\$575,259</b>	<b>\$519,937</b>
<b>Ending Fund Balance June 30</b>	<b>\$575,259</b>	<b>\$519,937</b>	<b>\$519,937</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>10.1%</b>	<b>10.4%</b>	<b>10.4%</b>

<b>VISITORS ENHANCEMENT FUND - 135</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Motel-Room Occupancy Tax	\$526,873	\$583,502	\$583,300
<b>Total Revenues and Other Financing Sources</b>	<b>\$526,873</b>	<b>\$583,502</b>	<b>\$583,300</b>
<b>Expenditures</b>			
Tourism Operations	\$173,050	\$550,000	\$583,300
<b>Other Financing Uses</b>			
Transfers Out - To Other Funds	\$323,241	\$0	\$0
<b>Total Appropriations</b>	<b>\$496,291</b>	<b>\$550,000</b>	<b>\$583,300</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$30,582</b>	<b>\$33,502</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$191,191</b>	<b>\$221,773</b>	<b>\$255,275</b>
<b>Ending Fund Balance June 30</b>	<b>\$221,773</b>	<b>\$255,275</b>	<b>\$255,275</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>44.7%</b>	<b>46.4%</b>	<b>43.8%</b>

<b>LIBRARY GOVERNING BOARD FUND - 137</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
County Government Contributions	\$15,000	\$15,000	\$15,000
Charges for Service	\$9,355	\$8,667	\$8,700
Fines and Forfeitures	\$9,872	\$11,069	\$9,700
<b>Other Financing Sources</b>			
Transfers In - From General Fund	\$1,375,000	\$1,375,000	\$1,375,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$1,409,227</b>	<b>\$1,409,736</b>	<b>\$1,408,400</b>
<b>Expenditures</b>			
Library Operations	\$1,195,798	\$1,192,300	\$1,408,400
Less Internal Fund Transfers	(\$124,487)	(\$149,000)	(\$197,920)
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$124,487	\$149,000	\$197,920
<b>Total Appropriations</b>	<b>\$1,195,798</b>	<b>\$1,192,300</b>	<b>\$1,408,400</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$213,429</b>	<b>\$217,436</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$79,207</b>	<b>\$292,636</b>	<b>\$510,072</b>
<b>Ending Fund Balance June 30</b>	<b>\$292,636</b>	<b>\$510,072</b>	<b>\$510,072</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>24.5%</b>	<b>42.8%</b>	<b>36.2%</b>

<b>GENERAL PURPOSE SCHOOL FUND - 141</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Taxes	\$31,113,806	\$31,514,000	\$31,964,000
From State of TN	\$48,742,997	\$48,372,100	\$51,656,700
From Federal Government	\$166,656	\$0	\$52,000
Charges for Services	\$1,715,552	\$1,849,700	\$1,522,500
Investments	\$109,450	\$0	\$0
Direct Federal	\$79,435	\$88,000	\$97,000
Miscellaneous	\$1,251,331	\$945,000	\$945,000
<b>Other Financing Sources</b>			
Transfer from Fed. Proj. Fund	\$86,323	\$75,000	\$75,000
From General Fund-MOE	\$11,245,300	\$11,245,300	\$11,245,300
From General Fund-Debt	\$3,687,135	\$4,443,150	\$4,441,400
From Fund Balance	\$0	\$0	\$3,003,400
<b>Total Revenues and Other Financing Sources</b>	<b>\$98,197,985</b>	<b>\$98,532,250</b>	<b>\$105,002,300</b>
<b>Expenditures</b>			
Educational Services	\$85,135,590	\$88,496,000	\$95,312,000
Non-Instructional Services	\$1,415,651	\$1,575,750	\$1,221,900
Capital Outlay	\$584,927	\$907,000	\$1,009,000
<b>Other Financing Uses</b>			
Transfers Out - To Debt Service Fund	\$4,511,935	\$4,971,200	\$4,819,300
Transfers Out - To Internal Service Funds	\$0	\$2,452,300	\$2,435,100
Transfers Out - To Other Funds	\$4,639,689	\$130,000	\$205,000
<b>Total Appropriations</b>	<b>\$96,287,792</b>	<b>\$98,532,250</b>	<b>\$105,002,300</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$1,910,193</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$13,663,087</b>	<b>\$15,573,280</b>	<b>\$15,573,280</b>
<b>Ending Fund Balance June 30</b>	<b>\$15,573,280</b>	<b>\$15,573,280</b>	<b>\$15,573,280</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>16.2%</b>	<b>15.8%</b>	<b>14.8%</b>

<b>SCHOOL NUTRITION FUND - 147</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Meals	\$4,228,500	\$4,200,000	\$4,589,500
Investments	\$1,323	\$5,000	\$1,800
From State Of TN	\$36,494	\$35,000	\$34,800
Unrealized Commodity Value	\$287,252	\$250,000	\$225,300
Other Local Revenue	\$15,601	\$10,000	\$112,400
From Fund Balance	\$0	\$350,000	\$670,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$4,569,170</b>	<b>\$4,850,000</b>	<b>\$5,633,800</b>
<b>Expenditures</b>			
Wages/Benefits	\$2,010,045	\$2,093,400	\$2,406,900
Commodities	\$2,521,422	\$2,375,000	\$2,889,100
Fixed Charges	\$10,058	\$15,000	\$38,700
Capital Outlay	\$648,735	\$360,000	\$292,000
<b>Other Financing Uses</b>			
Transfers Out - To Other funds	\$0	\$6,600	\$7,100
<b>Total Appropriations</b>	<b>\$5,190,260</b>	<b>\$4,850,000</b>	<b>\$5,633,800</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$621,090)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$4,137,952</b>	<b>\$3,516,862</b>	<b>\$3,516,862</b>
<b>Ending Fund Balance June 30</b>	<b>\$3,516,862</b>	<b>\$3,516,862</b>	<b>\$3,516,862</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>67.8%</b>	<b>72.5%</b>	<b>62.4%</b>

<b>DEBT SERVICE FUND - 211</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Interest on Investments	\$2,426,071	\$1,156,401	\$399,900
<b>Other Financing Sources</b>			
Transfers In - from other funds	\$12,796,507	\$14,334,795	\$16,964,800
<b>Total Revenues and Other Financing Sources</b>	<b>\$15,222,578</b>	<b>\$15,491,196</b>	<b>\$17,364,700</b>
<b>Expenditures</b>			
Redemption of Bonds (Principal)	\$10,474,240	\$11,206,100	\$11,691,575
Interest on Bonds/Notes	\$4,326,890	\$4,801,700	\$4,895,325
Other Expenses	\$5,000	\$332,300	\$477,800
Bank Service Charges	\$6,432	\$30,000	\$300,000
<b>Total Appropriations</b>	<b>\$14,812,562</b>	<b>\$16,370,100</b>	<b>\$17,364,700</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$410,016</b>	<b>(\$878,904)</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$559,729</b>	<b>\$969,745</b>	<b>\$90,841</b>
<b>Ending Fund Balance June 30</b>	<b>\$969,745</b>	<b>\$90,841</b>	<b>\$90,841</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>6.5%</b>	<b>0.6%</b>	<b>0.5%</b>

<b>SOLID WASTE FUND - 415</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Refuse Collection Charges	\$3,095,328	\$3,028,700	\$3,187,000
Tipping Fees	\$876,448	\$824,300	\$1,022,000
Miscellaneous	\$552,216	\$403,000	\$436,100
<b>Other Financing Sources</b>		\$0	
Transfers In - From the General Fund	\$2,578,400	\$2,500,000	\$2,500,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$7,102,392</b>	<b>\$6,756,000</b>	<b>\$7,145,100</b>
<b>Expenditures</b>			
Trash Collection	\$1,181,953	\$1,468,708	\$1,407,900
Household Refuse Collection	\$3,842,318	\$3,804,974	\$3,905,200
Demolition Landfill	\$1,279,849	\$1,475,413	\$1,520,500
Miscellaneous	\$61,935	\$72,100	\$85,400
Debt Service (Principal & Interest)	\$60,450	\$226,100	\$226,100
Less Internal Fund Transfers	(\$2,341,704)	(\$2,465,050)	(\$2,312,380)
<b>Other Financing Uses</b>			
Transfers Out - Solid Waste Project Fund	\$278,400	\$0	\$0
Transfers Out - To Internal Service Funds	\$2,341,704	\$2,465,050	\$2,312,380
<b>Total Appropriations</b>	<b>\$6,704,905</b>	<b>\$7,047,295</b>	<b>\$7,145,100</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$397,487</b>	<b>(\$291,295)</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$1,469,826</b>	<b>\$1,867,313</b>	<b>\$1,576,018</b>
<b>Ending Fund Balance June 30</b>	<b>\$1,867,313</b>	<b>\$1,576,018</b>	<b>\$1,576,018</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>27.8%</b>	<b>22.4%</b>	<b>22.1%</b>

<b>STORMWATER FUND - 417</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Stormwater Fees	\$1,881,442	\$1,893,200	\$2,271,900
Earnings on Investments	\$21,812	\$15,000	\$15,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$1,903,254</b>	<b>\$1,908,200</b>	<b>\$2,286,900</b>
<b>Expenditures</b>			
Operating Expenses	\$1,572,314	\$1,588,286	\$1,764,100
Debt Service (Principal & Interest)	\$18,323	\$120,900	\$120,300
Depreciation	\$137,299	\$0	\$0
Less Internal Fund Transfers	(\$292,789)	(\$321,405)	(\$367,170)
<b>Other Financing Uses</b>			
Transfers Out - To Other Funds	\$352,736	\$165,000	\$402,500
Transfers Out - To Internal Service Funds	\$292,789	\$321,405	\$367,170
<b>Total Appropriations</b>	<b>\$2,080,672</b>	<b>\$1,874,186</b>	<b>\$2,286,900</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$177,418)</b>	<b>\$34,014</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$441,888</b>	<b>\$264,470</b>	<b>\$298,484</b>
<b>Ending Fund Balance June 30</b>	<b>\$264,470</b>	<b>\$298,484</b>	<b>\$298,484</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>12.7%</b>	<b>15.9%</b>	<b>13.1%</b>

<b>AQUATIC CENTER FUND - 419</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Donations	\$16,738	\$16,000	\$8,000
Sales/Fees	\$1,783,552	\$1,612,700	\$1,645,700
<b>Other Financing Sources</b>			
Transfers In - From Visitors Enhancement Fund	\$173,241	\$0	\$0
Transfers In - From Regional Sales Tax Fund	\$2,416,383	\$2,500,000	\$2,500,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$4,389,914</b>	<b>\$4,128,700</b>	<b>\$4,153,700</b>
<b>Expenditures</b>			
Operating Expenses	\$2,244,627	\$2,439,450	\$2,479,200
Debt Service (Principal & Interest)	\$319,434	\$1,631,500	\$1,621,400
Depreciation	\$827,152	\$0	\$0
Less Internal Fund Transfers	(\$49,021)	(\$55,895)	(\$63,370)
<b>Other Financing Uses</b>			
Transfers Out - To Other Funds	\$49,021	\$55,895	\$63,370
Transfers Out - To Internal Service Funds	\$64,767	\$53,100	\$53,100
<b>Total Appropriations</b>	<b>\$3,455,980</b>	<b>\$4,124,050</b>	<b>\$4,153,700</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$933,934</b>	<b>\$4,650</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$2,399,599</b>	<b>\$3,333,533</b>	<b>\$3,338,183</b>
<b>Ending Fund Balance June 30</b>	<b>\$3,333,533</b>	<b>\$3,338,183</b>	<b>\$3,338,183</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>96.5%</b>	<b>80.9%</b>	<b>80.4%</b>

<b>MEADOWVIEW CONFERENCE CENTER FUND - 420</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
FF&E Fees/Room Surcharge	\$330,757	\$336,200	\$373,400
Earnings on Investments	\$71,267	\$48,200	\$48,400
<b>Other Financing Sources</b>			
Transfers In - From Regional Sales Tax	\$2,627,327	\$2,250,000	\$2,250,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$3,029,351</b>	<b>\$2,634,400</b>	<b>\$2,671,800</b>
<b>Expenditures</b>			
Operating Expenses	\$1,239,132	\$1,145,600	\$1,185,200
Debt Service (Principal & Interest)	\$271,517	\$1,488,800	\$1,486,600
Depreciation	\$1,546,272	\$0	\$0
<b>Other Financing Uses</b>			
Transfers Out - To MV Capital Project Fund	\$30,898	\$0	\$0
<b>Total Appropriations</b>	<b>\$3,087,819</b>	<b>\$2,634,400</b>	<b>\$2,671,800</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$58,468)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$17,036,338</b>	<b>\$16,977,870</b>	<b>\$16,977,870</b>
<b>Ending Fund Balance June 30</b>	<b>\$16,977,870</b>	<b>\$16,977,870</b>	<b>\$16,977,870</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>549.8%</b>	<b>644.5%</b>	<b>635.4%</b>

<b>CATTAILS GOLF COURSE FUND - 421</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Sales and Fees	\$1,254,815	\$1,167,300	\$1,236,000
Earnings on Investments	\$22,141	\$10,600	\$9,700
<b>Other Financing Sources</b>			
Transfers In - from Regional Sales Tax	\$626,347	\$250,000	\$250,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$1,903,303</b>	<b>\$1,427,900</b>	<b>\$1,495,700</b>
<b>Expenditures</b>			
Operating Expenses	\$1,375,198	\$1,373,300	\$1,441,200
Debt Service (Principal & Interest)	\$11,436	\$54,900	\$54,500
Depreciation	\$231,508	\$0	\$0
<b>Total Appropriations</b>	<b>\$1,618,142</b>	<b>\$1,428,200</b>	<b>\$1,495,700</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$285,161</b>	<b>(\$300)</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$2,542,353</b>	<b>\$2,827,514</b>	<b>\$2,827,214</b>
<b>Ending Fund Balance June 30</b>	<b>\$2,827,514</b>	<b>\$2,827,214</b>	<b>\$2,827,214</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>174.7%</b>	<b>198.0%</b>	<b>189.0%</b>

<b>FLEET MAINTENANCE FUND - 511</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Investments	\$125,187	\$0	\$0
Miscellaneous	\$27,234	\$0	\$0
From Fund Balance	\$0	\$5,977,000	\$5,000,900
<b>Other Financing Sources</b>			
From Other Funds - Fleet Charges	\$10,024,632	\$9,232,484	\$10,244,700
<b>Total Revenues and Other Financing Sources</b>	<b>\$10,177,053</b>	<b>\$15,209,484</b>	<b>\$15,245,600</b>
<b>Expenditures</b>			
Operations	\$9,663,029	\$15,212,243	\$15,245,600
Less Internal Transfers	(\$399,837)	(\$473,085)	(\$538,840)
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$399,837	\$473,085	\$538,840
<b>Total Appropriations</b>	<b>\$9,663,029</b>	<b>\$15,212,243</b>	<b>\$15,245,600</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$514,024</b>	<b>(\$2,759)</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$17,038,004</b>	<b>\$17,552,028</b>	<b>\$17,549,269</b>
<b>Ending Fund Balance June 30</b>	<b>\$17,552,028</b>	<b>\$17,549,269</b>	<b>\$17,549,269</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>181.6%</b>	<b>0.0%</b>	<b>0.0%</b>



<b>RISK MANAGEMENT FUND - 615</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Investments	\$219,568	\$145,000	\$145,000
Miscellaneous	\$1,333,233	\$1,412,300	\$1,412,300
<b>Other Financing Sources</b>			
From Other Funds - Risk Charges	\$1,329,400	\$1,663,400	\$1,972,500
<b>Total Revenues and Other Financing Sources</b>	<b>\$2,882,201</b>	<b>\$3,220,700</b>	<b>\$3,529,800</b>
<b>Expenditures</b>			
Administration	\$1,442,061	\$1,991,975	\$2,251,100
Insurance Claims	\$1,539,786	\$1,278,700	\$1,278,700
Less Internal Fund Transfers	(\$85,571)	(\$105,500)	(\$148,750)
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$85,571	\$105,500	\$148,750
<b>Total Appropriations</b>	<b>\$2,981,847</b>	<b>\$3,270,675</b>	<b>\$3,529,800</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$99,646)</b>	<b>(\$49,975)</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$4,205,694</b>	<b>\$4,106,048</b>	<b>\$4,056,073</b>
<b>Ending Fund Balance June 30</b>	<b>\$4,106,048</b>	<b>\$4,056,073</b>	<b>\$4,056,073</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>137.7%</b>	<b>124.0%</b>	<b>114.9%</b>

<b>HEALTH INSURANCE FUND - 625</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Employee Contribution	\$2,270,513	\$2,319,950	\$2,081,970
Earnings on Investments	\$119,115	\$80,000	\$80,000
Other Revenue	\$1,404,342	\$1,439,600	\$1,721,600
<b>Other Financing Sources</b>			
Transfers In - City Contributions	\$6,600,277	\$7,239,350	\$8,327,730
<b>Total Revenues and Other Financing Sources</b>	<b>\$10,394,247</b>	<b>\$11,078,900</b>	<b>\$12,211,300</b>
<b>Expenditures</b>			
Administration	\$1,227,940	\$1,304,010	\$1,499,700
Insurance Claims	\$7,843,064	\$8,200,000	\$9,000,000
Clinic Operations	\$1,693,541	\$1,548,650	\$1,711,600
Less Internal Fund Transfers	(\$8,167)	(\$8,700)	(\$9,080)
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$8,167	\$8,700	\$9,080
<b>Total Appropriations</b>	<b>\$10,764,545</b>	<b>\$11,052,660</b>	<b>\$12,211,300</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$370,298)</b>	<b>\$26,240</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$3,927,323</b>	<b>\$3,557,025</b>	<b>\$3,583,265</b>
<b>Ending Fund Balance June 30</b>	<b>\$3,557,025</b>	<b>\$3,583,265</b>	<b>\$3,583,265</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>33.0%</b>	<b>32.4%</b>	<b>29.3%</b>

<b>RETIREES HEALTH INSURANCE FUND - 626</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Employee Contributions	\$498,359	\$530,000	\$550,000
Other Revenue	\$246,152	\$190,800	\$225,900
Earnings on Investments	\$89,097	\$75,000	\$75,000
<b>Other Financing Sources</b>			
Transfers In - City Contributions	\$750,000	\$750,000	\$750,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$1,583,608</b>	<b>\$1,545,800</b>	<b>\$1,600,900</b>
<b>Expenditures</b>			
Administration	\$144,215	\$345,800	\$206,000
Insurance Claims	\$1,662,657	\$2,700,000	\$1,394,900
<b>Total Appropriations</b>	<b>\$1,806,872</b>	<b>\$3,045,800</b>	<b>\$1,600,900</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$223,264)</b>	<b>(\$1,500,000)</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$2,697,462</b>	<b>\$2,474,198</b>	<b>\$974,198</b>
<b>Ending Fund Balance June 30</b>	<b>\$2,474,198</b>	<b>\$974,198</b>	<b>\$974,198</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>136.9%</b>	<b>32.0%</b>	<b>60.9%</b>

<b>PUBLIC LIBRARY COMMISSION FUND - 611</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Investments	\$249	\$70	\$100
<b>Total Revenues and Other Financing Sources</b>	<b>\$249</b>	<b>\$70</b>	<b>\$100</b>
<b>Expenditures</b>			
Supplies & Materials	\$0	\$0	\$100
<b>Total Appropriations</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$249</b>	<b>\$70</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$5,249</b>	<b>\$5,498</b>	<b>\$5,568</b>
<b>Ending Fund Balance June 30</b>	<b>\$5,498</b>	<b>\$5,568</b>	<b>\$5,568</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>0.0%</b>	<b>0.0%</b>	<b>5568.0%</b>

<b>BAYS MOUNTAIN COMMISSION FUND - 612</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Receipts	\$278,152	\$275,000	\$266,700
Investments	\$23,394	\$15,000	\$22,300
From Non-Profit Groups	\$127,966	\$0	\$0
<b>Total Revenues and Other Financing Sources</b>	<b>\$429,512</b>	<b>\$290,000</b>	<b>\$289,000</b>
<b>Expenditures</b>			
Maintenance	\$311,787	\$248,700	\$247,700
Capital Outlay	\$0	\$41,300	\$41,300
<b>Total Appropriations</b>	<b>\$311,787</b>	<b>\$290,000</b>	<b>\$289,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$117,725</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$444,138</b>	<b>\$561,863</b>	<b>\$561,863</b>
<b>Ending Fund Balance June 30</b>	<b>\$561,863</b>	<b>\$561,863</b>	<b>\$561,863</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>180.2%</b>	<b>193.7%</b>	<b>194.4%</b>

<b>SENIOR CITIZENS ADVISORY BOARD FUND - 616</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Charges for Services	\$464,693	\$283,200	\$354,600
Investment Earnings	\$21,785	\$800	\$16,500
Contributions & Donations	\$111,606	\$55,000	\$85,600
<b>Total Revenues and Other Financing Sources</b>	<b>\$598,084</b>	<b>\$339,000</b>	<b>\$456,700</b>
<b>Expenditures</b>			
Contractual	\$636,138	\$339,000	\$456,700
<b>Total Appropriations</b>	<b>\$636,138</b>	<b>\$339,000</b>	<b>\$456,700</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$38,054)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$434,768</b>	<b>\$396,714</b>	<b>\$396,714</b>
<b>Ending Fund Balance June 30</b>	<b>\$396,714</b>	<b>\$396,714</b>	<b>\$396,714</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>62.4%</b>	<b>117.0%</b>	<b>86.9%</b>

<b>PALMER CENTER TRUST FUND - 617</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Investments	\$3,976	\$100	\$100
<b>Total Revenues and Other Financing Sources</b>	<b>\$3,976</b>	<b>\$100</b>	<b>\$100</b>
<b>Expenditures</b>			
Donations & Grants	\$0	\$0	\$100
<b>Total Appropriations</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$3,976</b>	<b>\$100</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$72,717</b>	<b>\$76,693</b>	<b>\$76,793</b>
<b>Ending Fund Balance June 30</b>	<b>\$76,693</b>	<b>\$76,793</b>	<b>\$76,793</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>0.0%</b>	<b>0.0%</b>	<b>76793.0%</b>

<b>PUBLIC ART COMMISSION FUND - 619</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Revenues</b>			
Gift Shop & Events	\$5,349	\$4,000	\$40,000
Contributions	\$14,477	\$6,000	\$0
<b>Total Revenues and Other Financing Sources</b>	<b>\$19,826</b>	<b>\$10,000</b>	<b>\$40,000</b>
<b>Expenditures</b>			
Operations	\$9,232	\$10,000	\$40,000
<b>Total Appropriations</b>	<b>\$9,232</b>	<b>\$10,000</b>	<b>\$40,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$10,594</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$0</b>	<b>\$10,594</b>	<b>\$10,594</b>
<b>Ending Fund Balance June 30</b>	<b>\$10,594</b>	<b>\$10,594</b>	<b>\$10,594</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>NA</b>	<b>NA</b>	<b>26.5%</b>

ALLANDALE TRUST FUND - 620	Actual FY2024	Estimated FY 2025	Budget FY 2026
<b>Revenues</b>			
Investments	\$10,154	\$4,500	\$4,500
Fund Balance Appropriation	\$0	\$13,000	\$13,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$10,154</b>	<b>\$17,500</b>	<b>\$17,500</b>
<b>Expenditures</b>			
Operations	\$0	\$17,500	\$10,500
Capital Outlay	\$0	\$0	\$7,000
<b>Total Appropriations</b>	<b>\$0</b>	<b>\$17,500</b>	<b>\$17,500</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$10,154</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$227,405</b>	<b>\$237,559</b>	<b>\$237,559</b>
<b>Ending Fund Balance June 30</b>	<b>\$237,559</b>	<b>\$237,559</b>	<b>\$237,559</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>NA</b>	<b>NA</b>	<b>1357.5%</b>

STEADMAN CEMETERY TRUST FUND - 621	Actual FY2024	Estimated FY 2025	Budget FY 2026
<b>Revenues</b>			
Investments	\$243	\$100	\$100
Fund Balance Appropriation	\$0	\$2,500	\$2,500
<b>Total Revenues and Other Financing Sources</b>	<b>\$243</b>	<b>\$2,600</b>	<b>\$2,600</b>
<b>Expenditures</b>			
Operations	\$2,720	\$2,600	\$2,600
<b>Total Appropriations</b>	<b>\$2,720</b>	<b>\$2,600</b>	<b>\$2,600</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$2,477)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$5,056</b>	<b>\$2,579</b>	<b>\$2,579</b>
<b>Ending Fund Balance June 30</b>	<b>\$2,579</b>	<b>\$2,579</b>	<b>\$2,579</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>94.8%</b>	<b>99.2%</b>	<b>99.2%</b>

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 2025, the governing body estimates fund balances or deficits as follows:

<b>Fund Name - Fund #</b>	<b>Estimated Fund Balance/ Net Position at June 30, 2025</b>	<b>Estimated Cash &amp; Pooled Cash as of June 30, 2025</b>
General Fund - 110	\$26,440,319	\$15,660,778
State Street Aid Fund - 121	\$22,825	\$0
Criminal Forfeiture Fund - 126	\$134,350	\$67,227
Drug Fund - 127	\$494,676	\$617,155
Regional Sales Tax Fund - 130	\$519,937	\$0
Visitors Enhancement Fund - 135	\$255,275	\$263,731
Library Governing Board Fund - 137	\$510,072	\$303,552
General Purpose School Fund - 141	\$15,573,280	\$13,149,032
School Nutrition Fund - 147	\$3,516,862	\$3,178,183
Debt Service Fund - 211	\$90,841	\$0
Solid Waste Fund - 415	\$1,576,018	\$2,635,690
Stormwater Fund - 417	\$298,484	\$264,470
Aquatic Center Fund - 419	\$3,338,183	\$112,824
Meadowview Conference Center Fund - 420	\$16,977,870	\$618,453
Cattails Golf Course Fund - 421	\$2,827,214	\$618,453
Fleet Maintenance Fund - 511	\$17,529,269	\$0
Risk Management Fund - 615	\$4,056,073	\$6,310,034
Health Insurance Fund - 625	\$3,583,265	\$3,782,349
Retiree's Health Insurance Fund - 626	\$974,198	\$2,482,021
Library Commission Fund - 611	\$5,568	\$391
Bays Mountain Commission Fund - 612	\$561,863	\$41,890
Senior Center Advisory Board Fund - 616	\$396,714	\$29,663
Palmer Center Trust Fund - 617	\$76,793	\$0
Public Art Commission Fund - 619	\$10,594	\$1,297
Allandale Fund - 620	\$237,559	\$6,236
Steadman Cemetery Trust Fund - 621	\$2,579	\$3,782,349

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, 2025	FY 2026 Principal Payment	FY 2026 Interest Payment
<b>Bonds -Payable Through General Fund</b>				
General Obligation Refunding Series 2013	\$12,177,052	\$1,909,156	\$939,740	\$53,751
General Obligation Refunding Series 2013B	\$13,406,846	\$7,083,552	\$665,225	\$291,495
General Obligation Refunding Series 2014A	\$13,233,893	\$8,251,572	\$686,925	\$283,165
General Obligation Refunding Series 2015 (Feb)	\$17,695,000	\$6,600,000	\$2,580,000	\$223,800
General Obligation Refunding Series 2015A	\$15,105,000	\$3,428,773	\$266,623	\$104,623
General Obligation Refunding Series 2016A	\$16,580,000	\$3,082,077	\$733,430	\$91,940
General Obligation Refunding Series 2016B	\$13,360,000	\$2,212,065	\$448,895	\$66,054
General Obligation Refunding Series 2016 (Nov)	\$7,821,325	\$5,123,178	\$401,423	\$170,247
General Obligation Refunding Series 2017A	\$14,885,000	\$10,344,020	\$751,573	\$279,108
General Obligation Refunding Series 2018A	\$7,040,000	\$5,115,000	\$375,000	\$170,450
General Obligation Series 2019 Refunding (09 BABS)	\$14,100,000	\$4,068,097	\$737,751	\$203,405
General Obligation Series 2019 (Nov))	\$18,615,000	\$7,071,627	\$464,105	\$239,265
General Obligation Series 2020 Refunding 11 & 12C	\$14,925,000	\$6,570,166	\$886,353	\$113,710
General Obligation Series 2021 Series 2021	\$17,760,000	\$8,248,737	\$352,444	\$252,661
General Obligation Series 2022 Series	\$40,770,000	\$40,085,000	\$720,000	\$1,755,288
<b>Bonds -Payable Through Aquatic Center Fund</b>				
General Obligation Public Improvement Series 2012A	\$3,110,000	\$1,207,000	\$185,000	\$43,731
General Obligation Refunding Series 2013A (Lazy River)	\$1,310,000	\$700,000	\$65,000	\$27,431
General Obligation Refunding Series 2016B	\$9,029,862	\$4,612,935	\$936,105	\$137,746
General Obligation Refunding Series 2017A	\$164,712	\$115,979	\$8,427	\$3,129
General Obligation Refunding Series 2018C	\$2,360,000	\$1,750,000	\$110,000	\$55,869
General Obligation Series 2019 Refunding (09 BABS)	\$295,809	\$163,114	\$9,581	\$8,156
General Obligation Series 2020 Refunding 11 & 12C	\$103,584	\$73,567	\$9,925	\$1,273
<b>Bonds -Payable Through Meadowview Fund</b>				
General Obligation Refunding Series 2016A	\$9,221,015	\$4,101,627	\$976,048	\$122,354
General Obligation Refunding Series 2016 (Nov)	\$3,266,427	\$2,139,598	\$167,646	\$71,100
General Obligation Series 2019 Refunding (09 BABS)	\$542,374	\$299,074	\$54,237	\$14,954
General Obligation Series 2019 (Nov))	\$324,543	\$257,682	\$16,911	\$8,719
General Obligation Series 2021 Series 2021	\$830,000	\$743,775	\$31,779	\$22,782
<b>Bonds -Payable Through Cattails Golf Course Fund</b>				
General Obligation Series 2019 (Nov))	\$231,817	\$184,058	\$12,080	\$6,228
General Obligation Series 2020 Refunding 11 & 12C	\$334,626	\$237,657	\$32,061	\$4,113
<b>Bonds -Payable Through Solid Waste Fund</b>				
General Obligation Refunding Series 2013	\$132,948	\$20,844	\$10,260	\$587
General Obligation Refunding Series 2013B	\$289,856	\$153,146	\$14,382	\$6,302
General Obligation Refunding Series 2014A	\$2,371,107	\$1,478,429	\$123,076	\$50,735
General Obligation Series 2019 Refunding (09 BABS)	\$161,953	\$89,303	\$16,185	\$4,465

<b>Bonded or Other Indebtedness</b>	<b>Debt Authorized and Unissued</b>	<b>Principal Outstanding at June 30, 2025</b>	<b>FY 2026 Principal Payment</b>	<b>FY 2026 Interest Payment</b>
<b>Bonds -Payable Through Storm Water Fund</b>				
General Obligation Refunding Series 2016A	\$430,058	\$191,294	\$45,522	\$5,706
General Obligation Series 2019 Refunding (09 BABS)	\$323,907	\$178,609	\$32,391	\$8,930
General Obligation Series 2020 Refunding 11 & 12C	\$255,992	\$181,809	\$24,527	\$3,147
<b>Notes</b>				
HUD 108-Paid Through CDBG Project Fund	\$856,000	\$254,000	\$43,000	\$10,053
School EESI Series 2021- Paid Through General Purpose School Fund	\$2,866,134	\$2,462,284	\$174,517	\$11,831
09 QSCB - Paid Through General Purpose School Fund	\$1,240,000	\$85,838	\$77,374	\$18,786
2020 Capital Outlay Notes - Paid Through General Purpose School Fund	\$2,000,000	\$1,333,332	\$166,667	\$28,192
2024 Capital Outlay Notes - Paid Through General Fund	\$2,000,000	\$2,000,000	\$166,667	\$78,283
<b>Capital Leases</b>				
<b>No Capital Leases</b>				

Section VI. During the coming fiscal year (FY 2025-2026) the governing body has pending and planned capital projects with proposed funding as follows:

<b>Proposed Future Capital Projects</b>	<b>Proposed Capital Projects - Total Expense</b>	<b>Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves</b>	<b>Proposed Capital Projects Expense Financed by Debt Proceeds</b>
Jessee and Memorial Intersection	\$750,000	\$0	\$750,000
Jack White and Eastman Road Intersection	\$650,000	\$0	\$650,000
Netherland Inn Road Bridge approaches	\$750,000	\$0	\$750,000
Eastman Road/Lincoln Street Bridge	\$1,100,000	\$0	\$1,100,000
Watauga Street Rebuild	\$2,000,000	\$0	\$2,000,000
Clinchfield Rd Bridge	\$1,100,000	\$0	\$1,100,000
Washington School HVAC/Chiller	\$3,000,000	\$0	\$3,000,000
Lynn Garden Schematic Design	\$600,000	\$0	\$600,000
AEP Funds – Streets Resurfacing/Improvements	\$5,200,000	\$5,200,000	\$0
Police – SRO Grant	\$900,000	\$900,000	\$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 30.93% for current employees only and the employees under the bridge will be 34.43%. That employees hired after July 1, 2012 will participate in a TCRS Hybrid Plan with a mandatory contribution of 5% and a required city contribution of 9%.

Section XI. That the tax rate will be set once the Certified Rate is received from the State of Tennessee Board of Equalization for both Sullivan County inside city residents and for Hawkins County inside city rates for tax year 2025.

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. 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 (FY26-30) is hereby approved.

Section XVI. This ordinance shall take effect July 1, 2025, the welfare of the City of Kingsport requiring it.

ATTEST:

\_\_\_\_\_  
PAUL W. MONTGOMERY, 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 2025-2026 Water Budget**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-156-2025

Work Session: June 2, 2025

First Reading: June 3, 2025

**Final Adoption: June 17, 2025**

Staff Work By: John Morris

Presentation By: Chris McCartt

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#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 15, 2025 budget work session. As required by state law, it was published in the Times News on May 28, 2025.

The Water Fund budget for FY 2025-2026 is \$21,624,500 less inter-fund transfers \$3,580,190, establishing a net Water Budget of \$18,044,310.

#### **Attachments:**

1. Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**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, 2025 AND ENDING JUNE 30, 2026, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2025 and ending June 30, 2026 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 2025-2026 Water Fund Budget are \$21,624,500, less inter-fund transfers of \$3,580,190, establishing a net Water Budget of \$18,044,310. These revenues are hereby appropriated.

The estimated expenditures for the FY 2025-2026 Water Fund Budget are \$21,624,500 less inter-fund transfers \$3,580,190, establishing a net Water Budget of \$18,044,310. These expenditures are hereby appropriated.

Estimated Water Fund Revenues and Appropriations for the Fiscal Period July 1, 2025- June 30, 2026.

<b>WATER FUND - 411</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Operating Revenues</b>			
Water Sales	\$15,809,828	\$17,239,100	\$19,350,200
Tap Fees	\$355,290	\$373,200	\$375,000
Miscellaneous Other Fees	\$754,559	\$627,000	\$1,048,600
<b>Total Operating Revenues</b>	<b>\$16,919,677</b>	<b>\$18,239,300</b>	<b>\$20,773,800</b>
<b>Non-Operating Revenues (Expenses)</b>			
Revenue: Investment Income	\$901,133	\$310,700	\$510,700
Capital Contributions	\$6,979,113		
<b>Other Financing Sources</b>			
Transfers In - From Other Funds	\$265,705	\$40,000	\$340,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$25,065,628</b>	<b>\$18,590,000</b>	<b>\$21,624,500</b>
<b>Operating Expenses</b>			
Water Department (Less Capital Contributions)	7,812,954	10,485,213	11,641,200
Depreciation	3,844,097	400	140,400
Less Internal Service Funds	(1,363,164)	(1,468,505)	(1,667,190)
<b>Total Operating Expenses</b>	<b>10,293,887</b>	<b>9,017,108</b>	<b>10,114,410</b>
<b>Capital Expenses</b>			
Debt Service (Principal & Interest)	1,269,455	4,575,700	4,479,900
To Capital Projects	2,141,356	1,527,500	3,450,000
<b>Total Expenses</b>	<b>13,704,698</b>	<b>15,120,308</b>	<b>18,044,310</b>
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	1,363,164	1,468,505	1,667,190
Transfers Out - To General Fund (PILOT)	653,000	653,000	653,000
Transfers Out - To General Fund (Admin)	1,380,100	1,400,000	1,260,000
<b>Total Appropriations</b>	<b>17,100,962</b>	<b>18,641,813</b>	<b>21,624,500</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>7,964,666</b>	<b>(51,813)</b>	<b>0</b>
<b>Beginning Fund Balance July 1</b>	<b>71,447,327</b>	<b>79,411,993</b>	<b>79,360,180</b>
<b>Ending Fund Balance June 30</b>	<b>\$79,411,993</b>	<b>\$79,360,180</b>	<b>\$79,360,180</b>
<b>Ending Net Position as a % of Appropriations</b>	<b>464.4%</b>	<b>425.7%</b>	<b>367.0%</b>

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 2025, the governing body estimates fund balances or deficits as follows:

<b>Fund Name - Fund #</b>	<b>Estimated Fund Balance/ Net Position at June 30, 2025</b>
Water Fund - 411	\$79,360,180

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:

<b>Bonded or Other Indebtedness</b>	<b>Debt Authorized and Unissued</b>	<b>Principal Outstanding at June 30, 2025</b>	<b>FY 2026 Principal Payment</b>	<b>FY 2026 Interest Payment</b>
<b>Bonds -Payable Through Water Fund</b>				
Tennessee Municipal Bond Fund (TMBF) - 2008	\$9,698,196	\$658,196	\$658,196	\$32,909
General Obligation Refunding Series 2013	\$3,025,000	\$20,000	\$10,000	\$563
General Obligation Refunding Series 2013B	\$4,262,308	\$2,252,004	\$211,489	\$92,672
General Obligation Refunding Series 2014B	\$2,717,899	\$1,601,515	\$140,279	\$45,941
General Obligation Refunding Series 2015A	\$2,226,420	\$947,758	\$73,698	\$28,919
General Obligation Refunding Series 2016 (Nov)	\$3,294,425	\$2,157,937	\$169,083	\$71,710
General Obligation Refunding Series 2017B	\$1,167,095	\$819,041	\$59,652	\$22,103
General Obligation Refunding Series 2018B	\$3,966,023	\$3,011,170	\$187,963	\$99,931
General Obligation Series 2019 Refunding (09 BABS)	\$2,159,378	\$1,190,721	\$215,938	\$59,536
General Obligation Series 2019 (Nov))	\$5,730,508	\$4,549,928	\$298,608	\$153,945
General Obligation Series 2020 Refunding 11 & 12C	\$2,337,395	\$1,660,059	\$223,951	\$28,731
General Obligation Series 2021	\$1,380,000	\$1,236,638	\$52,838	\$37,879
General Obligation Series 2023	\$9,750,000	\$9,585,000	\$170,000	\$419,775
<b>Loan - Payable Through Water Fund</b>				
DWF 2014-140	\$13,235,098	\$8,816,581	\$654,876	\$151,608
DG8 2022-249	\$1,300,000	\$1,191,976	\$59,808	\$12,348
<b>No Notes</b>				
<b>No Capital Leases</b>				

Section VI. During the coming fiscal year (FY 2025-2026) the governing body has pending and planned capital projects with proposed funding as follows:

<b>Proposed Future Capital Projects</b>	<b>Proposed Capital Projects - Total Expense</b>	<b>Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves</b>	<b>Proposed Capital Projects Expense Financed by Debt Proceeds</b>
Water - SR126 Memorial Blvd Water Relocation	\$0	\$0	\$900,000
Water - Watauga Street Water Improvements	\$0	\$0	\$1,000,000
Water - WTP Chemical Feed / Pipe Gallery	\$0	\$0	\$300,000
Water - Tank Rehabilitation	\$0	\$0	\$1,500,000
Water - Pump Station Improvements	\$165,000	\$165,000	\$0
Water – Water Line Improvements	\$900,000	\$900,000	\$0
Water - Facility Improvements	\$100,000	\$100,000	\$0
Water – Meter Replacements	\$500,000	\$500,000	
Water – Distribution System Upgrades	\$1,500,000	\$1,500,000	\$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 Legacy Tennessee Consolidated Retirement System Rate will be approved at 30.93% for current employees only and the employees under the bridge will be 34.43%. That employees hired after July 1, 2012 will participate in

a TCRS Hybrid Plan with a mandatory contribution of 5% and a required city contribution of 9%.

Section XI. The water usage rates will be increased by an average of 4% for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2025.

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 (FY26-30) is hereby approved.

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, 2025, the welfare of the City of Kingsport requiring it.

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PAUL W. MONTGOMERY, Mayor

ATTEST:

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ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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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 2025-2026 Sewer Budget**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-157-2025

Work Session: June 2, 2025

First Reading: June 3, 2025

**Final Adoption: June 17, 2025**

Staff Work By: John Morris

Presentation By: Chris McCartt

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#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 15, 2025 budget work session. As required by charter, it was published in the Times News on May 28, 2025.

The Sewer Fund budget for FY 2025-2026 is \$21,804,000, less inter-fund transfers of \$3,381,230, establishing a net Sewer Budget of \$18,372,300.

#### **Attachments:**

1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**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, 2025 AND ENDING JUNE 30, 2026, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

**BE IT ORDAINED BY THE CITY OF 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, 2025 and ending June 30, 2026 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 2025-2026 Sewer Fund Budget are \$21,804,000, less inter-fund transfers of \$3,381,230, establishing a net Sewer Budget of \$18,372,300. These revenues are hereby appropriated.

The estimated expenditures for the FY 2025-2026 Sewer Fund Budget are \$21,804,000, less inter-fund transfers of \$3,381,230, establishing a net Sewer Budget of \$18,372,300. These expenditures are hereby appropriated.

Estimated Sewer Fund Revenues and Appropriations for the Fiscal Period July 1, 2025- June 30, 2026:

<b>SEWER FUND - 412</b>	<b>Actual FY2024</b>	<b>Estimated FY 2025</b>	<b>Budget FY 2026</b>
<b>Operating Revenues</b>			
Sewer Charges	\$18,855,266	\$18,873,300	\$20,111,600
Tap Fees	\$484,399	\$507,600	\$507,600
Miscellaneous Other Fees	\$594,260	\$443,100	\$444,800
<b>Total Operating Revenues</b>	<b>\$19,933,925</b>	<b>\$19,824,000</b>	<b>\$21,064,000</b>
<b>Non-Operating Revenues (Expenses)</b>			
Capital Contributions	\$5,541,590	\$0	\$0
Revenue: Investment Income	\$1,111,239	\$440,000	\$740,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$26,586,754</b>	<b>\$20,264,000</b>	<b>\$21,804,000</b>
<b>Operating Expenses</b>			
Sewer Department	\$9,382,160	\$8,676,487	\$9,503,500
Depreciation	\$5,569,111	\$2,000,000	\$1,4,439,200
Less Internal Service Funds	(\$1,104,433)	(\$1,196,315)	(\$1,393,700)
<b>Total Operating Expenses</b>	<b>\$13,846,838</b>	<b>\$9,480,172</b>	<b>\$9,549,000</b>
<b>Capital Expenses</b>			
Debt Service (Principal & Interest)	\$1,746,395	\$6,177,600	\$6,143,300
To Capital Projects	\$3,358,124	\$1,145,000	\$2,680,000
<b>Total Expenses</b>	<b>\$18,951,357</b>	<b>\$16,802,772</b>	<b>\$18,372,300</b>
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$1,104,433	\$1,196,315	\$1,393,700
Transfers Out - To General Fund (PILOT)	\$838,000	\$838,000	\$838,000
Transfers Out - To Water Fund	\$233,692	\$300,000	\$300,000
Transfers Out - To General Fund (Admin)	\$848,910	\$900,000	\$900,000
<b>Total Appropriations</b>	<b>\$21,976,392</b>	<b>\$20,037,087</b>	<b>\$21,804,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$4,610,362</b>	<b>\$226,913</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$108,455,334</b>	<b>\$113,065,696</b>	<b>\$113,292,609</b>
<b>Ending Fund Balance June 30</b>	<b>\$113,065,696</b>	<b>\$113,292,609</b>	<b>\$113,292,609</b>
<b>Ending Net Position as a % of Appropriations</b>	<b>514.5%</b>	<b>565.4%</b>	<b>519.6%</b>

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 2025, the governing body estimates fund balances or deficits as follows:

<b>Fund Name - Fund #</b>	<b>Estimated Fund Balance/ Net Position at June 30, 2025</b>
Sewer Fund - 412	\$113,292,609

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:

<b>Bonded or Other Indebtedness</b>	<b>Debt Authorized and Unissued</b>	<b>Principal Outstanding at June 30, 2025</b>	<b>FY 2026 Principal Payment</b>	<b>FY 2026 Interest Payment</b>
<b>Bonds -Payable Through Sewer Fund</b>				
General Obligation Refunding Series 2013	\$27,760,000	\$7,540,000	\$1,215,000	\$218,656
General Obligation Refunding Series 2013B	\$9,550,990	\$5,046,297	\$473,904	\$207,660
General Obligation Refunding Series 2014B	\$6,582,101	\$3,878,486	\$339,721	\$111,259
General Obligation Refunding Series 2015A	\$4,823,895	\$2,053,469	\$159,679	\$62,658
General Obligation Refunding Series 2016 (Nov)	\$6,952,823	\$4,554,288	\$356,848	\$151,342
General Obligation Refunding Series 2017B	\$10,082,905	\$7,075,959	\$515,348	\$190,959
General Obligation Refunding Series 2018B	\$1,308,977	\$993,830	\$62,037	\$32,982
General Obligation Series 2019 Refunding (09 BABS)	\$3,239,067	\$1,786,082	\$323,907	\$89,304
General Obligation Series 2019 (Nov))	\$3,421,614	\$2,716,704	\$178,295	\$91,918
General Obligation Series 2020 Refunding 11 & 12C	\$2,642,486	\$1,876,741	\$253,183	\$32,481
General Obligation Series 2021	\$6,345,000	\$5,685,849	\$242,939	\$174,159
General Obligation Series 2023	\$11,425,000	\$11,235,000	\$200,000	\$491,938
<b>No Loans</b>				
<b>No Notes</b>				
<b>No Capital Leases</b>				

Section VI. During the coming fiscal year (FY 2025-2026) the governing body has pending and planned capital projects with proposed funding as follows:

<b>Proposed Future Capital Projects</b>	<b>Proposed Capital Projects - Total Expense</b>	<b>Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves</b>	<b>Proposed Capital Projects Expense Financed by Debt Proceeds</b>
Sewer – Watauga Street Sewer Improvments	\$0	\$0	\$1,900,000
Sewer – Lift Station Upgrades	\$0	\$0	\$800,000
Sewer – Reedy Creek Truck Sewer	\$0	\$0	\$200,000
Sewer – Pump Station Improvements	\$355,000	\$0	\$0
Sewer – Sewer Line Improvements	\$275,000	\$275,000	\$0
Sewer – Maintenance Facility Improvements	\$200,000	\$200,000	\$0
Sewer – Maintenance Equipment	\$100,000	\$100,000	\$0
Sewer – Collection System Upgrades	\$1,000,000	\$1,000,000	\$0
Sewer – Lift Station Upgrades	\$500,000	\$500,000	\$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 Legacy Tennessee Consolidated Retirement System Rate will be approved at 30.93% for current employees only and the employees under the bridge will be 34.43%. That employees hired after July 1, 2012 will participate in

a TCRS Hybrid Plan with a mandatory contribution of 5% and a required city contribution of 9%.

Section XI. The sewer usage rates will be increased by an average of 6.5% for both inside and outside city customers. These sewer rates shall be applicable to all billings rendered on or after July 1, 2025.

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 (FY26-30) is hereby approved.

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

Section XVI. This ordinance shall take effect July 1, 2025, the welfare of the City of Kingsport requiring it.

ATTEST:

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PAUL W. MONTGOMERY, Mayor

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ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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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 2025-2026 Metropolitan Planning Project Grant Fund Budget**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-158-2025

Work Session: June 2, 2025

First Reading: June 3, 2025

**Final Adoption: June 17, 2025**

Staff Work By: John Morris

Presentation By: Chris McCartt

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#### **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 2025-2026 budget for the Metropolitan Planning Project Grant Fund is \$463,096.

#### **Attachments:**

1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—



**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 \$463,096.

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><b>Revenues</b></u>		<u><b>Expenditures</b></u>	
CPG State Funding	\$21,745	Personal Services	\$297,276
FHWA TN	\$347,970	Contract Services	\$158,225
FHWA VA	\$25,381	Commodities	\$4,350
VDOT-FHWA	\$0	Insurance	\$3,000
General Fund	\$68,000	Capital Outlay	\$245
<b>Total Revenues</b>	<b>\$463,096</b>	<b>Total Expenditures</b>	<b>\$463,096</b>

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. This ordinance shall take effect July 1, 2025, the welfare of the City of Kingsport requiring it.

ATTEST:

\_\_\_\_\_  
PAUL W. MONTGOMERY, 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 2025-2026 Community Development Block Grant Fund Budget**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-159-2025

Work Session: June 2, 2025

First Reading: June 3, 2025

**Final Adoption: June 17, 2025**

Staff Work By: John Morris

Presentation By: Chris McCartt

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#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

Each year the City of Kingsport 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 2025-2026 budget for the Community Development Block Grant Fund is \$450,726.

#### **Attachments:**

1. Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**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, 2026; 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 \$450,726.

**COMMUNITY DEVELOPMENT FUND**

<b>CD2501</b>	<b>CDBG Administration</b>	<b>Revenue</b>	<b>Expense</b>
124-0000-331.10-00	Community Development Block Grant	\$103,474	
124-0000-603.10-10	Salaries		\$77,620
124-0000-603.10-20	Social Security		\$5,940
124-0000-603.10-30	Health Insurance		\$10,414
124-0000-603.10-42	TCRS Hybrid Retirement		\$6,220
124-0000-603.10-50	Life Insurance		\$140
124-0000-603.10-52	Long Term Disability		\$140
124-0000-603.10-60	Workman's Compensation		\$60
124-0000-603.10-61	Unemployment Insurance		\$40
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		\$1,780
124-0000-603.30-10	Office Supplies		\$50
124-0000-603.30-11	Postage		\$50
<b>Total CD2401 - CDBG Administration</b>		<b>\$103,474</b>	<b>\$103,474</b>
<b>CD2504</b>	<b>KAHR Program</b>	<b>Revenue</b>	<b>Expense</b>
124-0000-331.10-00	Community Development Block Grant	\$162,142	
124-0000-603.40-23	Grants		\$162,142
<b>Total CD2404 - KAHR Program</b>		<b>\$162,142</b>	<b>\$162,142</b>
<b>CD2505</b>	<b>Community Enrichment</b>	<b>Revenue</b>	<b>Expense</b>
124-0000-331.10-00	Community Development Block Grant	\$65,110	
124-0000-603.40-23	Grants		\$65,110
<b>Total CD2405 - Community Enrichment</b>		<b>\$65,110</b>	<b>\$65,110</b>

<b>CD2525</b>	<b>Code Enforcement</b>	<b>Revenue</b>	<b>Expense</b>
124-0000-331.10-00	Community Development Block Grant	\$50,000	
124-0000-603.10-10	Salaries		\$50,000
	<b>Total CD2425 - Code Enforcement</b>	<b>\$50,000</b>	<b>\$50,000</b>

<b>CD2535</b>	<b>HOPE VI – Section 108</b>	<b>Revenue</b>	<b>Expense</b>
124-0000-331.10-00	Community Development Block Grant	\$70,000	
124-0000-603.40-23	Grants		\$70,000
	<b>Total CD2435 - HOPE VI – Section 108</b>	<b>\$70,000</b>	<b>\$70,000</b>

SECTION II. This ordinance shall take effect July 1, 2025, the welfare of the City of Kingsport requiring it.

ATTEST:

\_\_\_\_\_  
PAUL W. MONTGOMERY, 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 2025-2026 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-160-2025

Work Session: June 2, 2025

First Reading: June 3, 2025

**Final Adoption: June 17, 2025**

Staff Work By: John Morris

Presentation By: Chris McCartt

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#### **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 15, 2025. 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 2025-2026 budget for the Schools Public Law 93-380 Grant Project Fund is \$6,028,161.

#### **Attachments:**

1. Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**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:

<b>Public Law 93-380 Grant Project Fund - 142</b>	
<b>Revenues</b>	<b>Budget</b>
Federal Grants	\$6,028,161
<b>Total Revenues</b>	<b>\$6,028,161</b>
<b>Expenditures</b>	<b>Budget</b>
Instruction	\$2,399,751
Support Services	\$3,107,302
To School Fund	\$106,670
To Risk Fund	\$14,984
To Consolidated Admin.	\$399,454
<b>Total Expenditures</b>	<b>\$6,028,161</b>

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. This ordinance shall take effect July 1, 2025, the welfare of the City of Kingsport requiring it.

ATTEST:

\_\_\_\_\_  
PAUL W. MONTGOMERY, 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 2025-2026 Schools Special Projects Grant Fund Budget**

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

Action Form No.: AF-161-2025  
Work Session: June 2, 2025  
First Reading: June 3, 2025

**Final Adoption: June 17, 2025**  
Staff Work By: John Morris  
Presentation By: Chris McCartt

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#### **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 15, 2025. 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 2025-2026 budget for the Schools Special Projects Grant Fund is \$1,133,720.

#### **Attachments:**

1. Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**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**

<b>Revenues</b>	<b>Original Budget</b>
Federal Grants	\$ 0
State Grant	\$ 973,720
Local Revenue	\$ 20,000
From School Fund - 141	\$ 140,000
<b>Total Revenues</b>	<b>\$ 1,133,720</b>
<b>Expenditures</b>	<b>Original Budget</b>
Instruction	\$ 1,002,650
Support Services	\$ 127,807
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 3,263
<b>Total Expenditures</b>	<b>\$ 1,133,720</b>

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. This ordinance shall take effect July 1, 2025, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

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



## AGENDA ACTION FORM

### **Consideration to Amend the Fee Resolution for FY 2026 Fees and Charges Provided for in the City Code**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-140-2025

Work Session: June 16, 2025

First Reading: June 17, 2025

Final Adoption: June 17, 2025

Staff Work By: Angie Marshall

Presentation By: Chris McCartt

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#### **Recommendation:**

Approve the updated Fee Resolution.

#### **Executive Summary:**

This proposed resolution incorporates revisions based on changes made to **Chapter 2 – Administration, Chapter 6 – Alcoholic Beverages and Beer, Chapter 54 – Library, Chapter 66 – Parks and Recreation, Chapter 86 – Solid Waste, Chapter 102 – Utilities, Chapter 110 – Vehicles for Hire and Chapter 114 – Zoning**. The attached word document highlights the amended language and fees. Staff recommends the BMA formally approve this resolution to set FY26 fees and charges accordingly.

#### **Attachments:**

1. Fee Resolution
2. Fee Resolution – changes only
3. Fee Schedule Justification – Chapter 114

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

## **RESOLUTION NO. 2025-???**

A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES

WHEREAS, a Code of Ordinances of the City of Kingsport, Tennessee, went into effect October 26, 2012; and

WHEREAS, various fees and charges provided for in said Code must be set by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport that the rates, fees, and charges as provided by the Kingsport City Code be approved as provided for in the following schedule.

KINGSPORT CODE OF ORDINANCES

SCHEDULE OF FEES AND CHARGES

ADOPTED BY RESOLUTION NO. 2025-??? on June 17, 2025

Effective July 1, 2025, unless otherwise stated herein

**Chapter 2 - Administration**

A. Returned check handling charge.....	\$30.00
B. City Court costs (per case).....	\$60.00
1. State Litigation fee .....	\$13.75
2. Local Litigation fee .....	\$13.75
C. Public Records	
1. Copy/Duplication	
(a) Per page – black and white (more than 10 pages) .....	\$0.15
(b) Per page – color (more than 10 pages).....	\$0.50
(c) Labor cost-in excess of one hour-spent locating/retrieving/redacting/reproducing records...varies	
D. Credit and Debit Card Transactions and Convenience Fees .....	
1. Property Taxes Transactions Paid including real or personal - internet, kiosk or face to face	
(a) Card Processing Fee for Property Taxes paid with a debit/credit card.....	2.75%
2. Payment transactions made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods except those noted below \$3.00	
(a) Transaction Limit on Utility Payments made by Credit/Debit Cards utilizing one of the methods above.....	\$500.00
3. Payment transactions made “face-to-face”.....	\$0.00
(a) Transaction Limit on Utility Payments made by Credit/Debit Cards face-to-face.....	\$2,500.00
4. Payment transactions made via internet through Kingsport Public Library payment systems.....	\$0.50
5. Payment transactions made via internet for Leisure Services Activities.....	\$0.00
6. Payment transactions made via internet or Interactive Voice Response (IVR) systems for Red Light Camera Citations.....	\$0.00
7. Payment transactions made via onsite Kiosk for utilities or miscellaneous receivables.....	\$0.00
E. Engineering	
1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).	
(a) Construction plans, specifications, bid form & associated documents.....	\$50.00

**Chapter 6 - Alcoholic Beverages and Beer**

A. On-Premises and/or Off-Premises beer permit application* filing fee .....	\$250.00
B. Special Occasion/Multiple Event beer application* (nonprofit organization) .....	\$100.00
C. Temporary beer application* (one time, private business).....	\$50.00
D. Publication for Called Meeting of the Kingsport Beverage Board .....	\$130.00

*NOTE: \*All application filing fees are nonrefundable.*

**Chapter 22 - Building and Building Regulations**

A. Electrical	
1. Permit fees	
(a) Minimum electrical permit issuance fee.....	\$30.00
(b) Outlets, each.....	\$0.50
(c) Luminaires, strobe, horn, each .....	\$0.50

- (d) Switches, each.....\$0.50
- (e) Motors
  - (1) Fractional.....\$1.00
  - (2) Each additional motor or horsepower or fraction thereof .....\$1.00
- (f) Services
  - (1) Up to and including 100 amperes .....\$30.00
  - (2) Each additional 100 amperes .....\$10.00
- (g) Temporary Service.....\$30.00
- (h) Water Heater.....\$5.00
- (i) Range .....\$5.00
- (j) Dryer .....\$5.00
- (k) Transformer, each KVA.....\$0.50
- (l) Heating System/Generator/Solar/EV, per KW .....\$1.00
- (m) Cooling & refrigeration systems per tonnage.....\$1.00
- (n) Pool Electric.....\$30.00
- (o) Inspection fee per inspection.....\$3.00
- (p) Additional inspections necessary due to noncompliant work.....\$50.00
- (q) Fee for Solar/Generator/EV install.....\$30.00 \$5.00 per \$1,000 of job cost
- 2. Technology Fee.....\$7.00
- 3. Electricians
  - (a) Application review fee .....\$30.00
  - (b) Electric contractor annual licensing fee .....\$50.00
  - (c) Working without a permit..... DOUBLE PERMIT FEE

## B. Gas

### 1. Gas permit fees

- (a) Minimum gas permit issuance fee .....\$30.00
- (b) Conversion burners, heating boilers
  - (1) Up to & including 1,200 square feet of steam or 1,800 square feet of water.\$20.00
  - (2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water.\$25.00
  - (3) 5,001 to 25,000 square feet of steam .....\$35.00
  - (4) Over 25,000 square feet of steam .....\$45.00
- (c) Conversion burners, power boilers
  - (1) Up to and including 5 horsepower .....\$20.00
  - (2) 6 - 50 horsepower.....\$25.00
  - (3) 51 - 150 horsepower.....\$35.00
  - (4) Over 150 horsepower .....\$45.00
- (d) Furnaces
  - (1) Up to and including 100,000 BTU .....\$15.00
  - (2) Over 100,000 BTU.....\$25.00
  - (3) Floor furnace (one) .....\$15.00
  - (4) Each additional floor furnace (in same building).....\$10.00
- (e) Conversion burners, furnaces
  - (1) Up to and including 100,000 BTU .....\$20.00
  - (2) 100,001 to 200,000 BTU.....\$25.00
  - (3) Over 200,000 BTU.....\$45.00
- (f) Space heaters
  - (1) Up to and including 30,000 BTU .....\$20.00
  - (2) 30,001 to 50,000 BTU.....\$25.00
  - (3) Over 50,000 BTU.....\$30.00
  - (4) Each additional space heater (in same building).....\$10.00
- (g) Unit heaters
  - (1) 50,000 - 200,000 BTU, each.....\$20.00
  - (2) Over 200,000 BTU.....\$25.00

(h) Accessory gas equipment	
(1) Grills, dryers, ranges, fryers, logs, etc.....	\$15.00
(2) Pool heater up to 100,000 BTU .....	\$15.00
(3) Pool heater and other equipment over 100,000 BTU .....	\$25.00
(4) Water heater up to and including 100,000 BTU .....	\$15.00
(5) Water heater/boiler over 100,000 BTU .....	\$25.00
(6) Gas generator .....	\$25.00
(7) Unit heater up to & including 200,000 BTU .....	\$20.00
(8) Unit heater over 200,000 BTU .....	\$25.00
(9) Floor furnace, each.....	\$15.00
(10) Furnaces up to & including 100,000 BTU.....	\$15.00
(11) Furnaces over 100,000 BTU.....	\$25.00
(12) Space heaters up to 50,000 BTU.....	\$25.00
(13) Space heaters over 50,000 BTU.....	\$30.00
(14) Up to & including 500 gallon propane tank.....	\$15.00
(15) 501-1000 gallon propane tank .....	\$25.00
(16) 1001 gallon & up propane tank.....	\$30.00
(17) Fuel tank installation/removal, per tank.....	\$30.00
(i) Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):	
(1) 20,000 - 200,000 BTU .....	\$20.00
(2) 200,001 - 300,000 BTU .....	\$25.00
(3) 300,001 - 1,000,000 BTU .....	\$30.00
(4) 1,000,001 - 5,000,000 BTU .....	\$35.00
(5) Over 5,000,000 BTU.....	\$40.00
(j) Pipe testing for gas installation	
Minimum fee for testing gas pipe installation.....	\$30.00
(k) Inspection fee per inspection.....	\$3.00
(l) Additional inspections necessary due to noncompliant work.....	\$50.00
2. Technology Fee.....	\$7.00
3. Gas Fitters	
(a) Application review fee .....	\$30.00
(b) Annual licensing fee .....	\$50.00
(c) Working without a permit.....	DOUBLE PERMIT FEE
C. Plumbing	
1. Permit and inspection fees	
(a) Minimum plumbing permit issuance fee .....	\$30.00
(b) Each fixture or opening into sewer line.....	\$5.00
(c) Water heater opening fee.....	\$5.00
(d) Additional inspections necessary due to noncompliant work.....	\$50.00
(e) Connection to the City sewer system (new & replacement).....	\$30.00
(f) Connection to the City water system (new & replacement).....	\$30.00
(g) Inspection fee per inspection.....	\$3.00
2. Technology Fee .....	\$7.00
3. Plumbers	
(a) Application review fee .....	\$30.00
(b) Annual license fee.....	\$50.00
(c) Working without a Permit (all types) .....	DOUBLE PERMIT FEE
D. Mechanical	
1. Permit fees	
(a) Minimum mechanical permit issuance fee.....	\$30.00
(b) Fee for heating/ventilating duct, air conditioning & refrigeration systems	
.....	\$30.00 + \$5.00 per \$1,000 of job cost



- (c) Fee for sprinkler/fire suppression/fire alarm systems...\$30.00 +\$5.00 per \$1,000 of job cost
- (d) Hood Cleaning inspection.....\$50.00
- (e) Additional inspections necessary due to noncompliant work.....\$50.00
- (f) Fuel tank installation/removal.....\$30.00 + \$5.00 per \$1,000 of job cost
- (g) Boilers based on BTU input
  - (1) 33,000 (1 BHP) - 165,000 BTU (5 BHP).....\$20.00
  - (2) 165,001 (5 BHP) - 330,000 BTU (10 BHP) .....\$25.00
  - (3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP).....\$30.00
  - (4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP).....\$35.00
  - (5) Over 3,300,000 BTU.....\$45.00
- (h) Inspection fee per inspection.....\$3.00
- 2. Technology Fee.....\$7.00
- 3. Mechanical Installers
  - (a) Application review fee.....\$30.00
  - (b) Mechanical contractor annual licensing fee.....\$50.00
  - (c) Working without a permit.....DOUBLE PERMIT FEE
- E. Building Permit Fees (includes grading permits)
  - 1. Total Valuation
    - (a) \$1.00 - \$2,000: minimum fee.....\$30.00
    - (b) \$2,001 - \$50,000: \$30.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to & including \$50,000
    - (c) \$50,001 - \$100,000: \$246.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to & including \$100,000
    - (d) \$100,001 - \$500,000: \$421.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to & including \$500,000
    - (e) \$500,001.00 and up: \$1,621.00 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof
    - (f) Building without a Permit..... DOUBLE PERMIT FEE
    - (g) Inspection fee per inspection.....\$3.00
    - (h) Additional inspections necessary due to noncompliant work.....\$50.00
  - 2. Contractors/Home Improvement Application Fee.....\$30.00
  - 3. Technology Fee .....\$7.00
  - 4. Moving of any building or structure.....\$100.00
  - 5. Demolition
    - (a) Residential building or structure (30 day limit) .....\$50.00
    - (b) Commercial structure .....\$100.00
    - (c) Interior Demolition/Remodel Total Valuation
      - (1) \$1.00 - \$2,000: minimum fee .....\$30.00
      - (2) \$2,001 - \$50,000: \$30.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to & including \$50,000
      - (3) \$50,001 - \$100,000: \$246.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to & including \$100,000
      - (4) \$100,001 - \$500,000: \$421.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to & including \$500,000
      - (5) \$500,001.00 and up: \$1,621.00 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof
  - 6. Temporary structures, tents, banners, etc. (minimum fee) .....\$30.00
    - (a) Tents, 30-day maximum
    - (b) Banners, 15-day maximum twice a year
  - 7. Sign permits, per square foot (minimum \$30 fee if less than 20 sq. ft.).....\$1.00
- F. Plans Review
  - 1. Review Fee, Residential.....No Fee

2. Review Fee, Commercial & Multi-family (3 or more units) & grading/site plan based on construction value:	
(a) Up to \$100,000 .....	\$25.00
(b) \$100,001 - \$200,000 .....	\$50.00
(c) \$200,001 - \$300,000 .....	\$100.00
(d) \$300,001 - \$400,000 .....	\$150.00
(e) \$400,001 - \$500,000 .....	\$200.00
(f) \$500,001 - \$1,000,000 .....	\$250.00
(g) \$1,000,001 - \$2,000,000 .....	\$300.00
(h) \$2,000,001 - \$3,000,000 .....	\$350.00
(i) \$3,000,001 - \$4,000,000 .....	\$400.00
(j) \$4,000,001 - \$5,000,000 .....	\$500.00
(k) \$5,000,001 and above.....	Value X 0.0001
G. Certificates of Occupancy	
1. Residential.....	No Fee
2. Commercial	
(a) Permanent	\$30.00
(b) Temporary, 30 days maximum .....	\$50.00
(c) Temporary Extension, 15 days maximum.....	\$50.00
(d) Change of Use .....	\$30.00
H. Administrative fee to process & attach late filed documentation to permit....	\$30.00

## Chapter 26 - Businesses

A. Massage parlor permit application* .....	\$250.00
B. Fortunetellers, Clairvoyants and Similar Pursuits permit application*.....	\$250.00
C. Commercial Pedal Carriage permit application*.....	\$50.00
1. Annual renewal fee .....	\$20.00

*\*These permits shall remain valid for one year after issuance. All application filing fees are nonrefundable.*

## Chapter 42 – Fire Prevention & Protection

A. Food trucks/trailers	
1. Initial annual inspection.....	\$150.00
2. Annual renewal .....	\$50.00
3. 3-day permit.....	\$75.00
B. To hire a Firefighter for special events/details (3 hour minimum).....	\$50.00/hour
<i>Note: All requests are subject to Fire Department review/approval &amp; require a minimum 48 hour notice.</i>	

## Chapter 50 – Law Enforcement

A. To hire a Police Officer for special events/details (3 hour minimum).....	\$50.00/hour
<i>Note: All requests are subject to Police Department review/approval &amp; require a minimum 48 hour notice.</i>	

## Chapter 54 – Library

A. Library User Fees	
1. Outside of service area (50 miles) fee, per year .....	\$10.00
2. Overdue fines	
(a) Charge per day, each book or other non-video/film circulating item (maximum \$5.00 each Adult item or Juvenile item).....	\$0.20
(b) Charge per hour, laptop in house use late fee.....	\$0.50
(c) *Charge per day, each DVD (max. \$5 each DVD).....	\$0.20

- (d) \*Charge per day, each video game (max \$5.00 each video game)..\$1.00  
 \*NOTE: DVD/Video games MUST be returned to designated areas. If returned to the book drop..... (Replacement cost – if damaged)+\$3.00
3. Lost material fees
    - (a) Collection materials, plus replacement cost .....\$10.00
    - (b) Library Card replacement.....\$3.00
  4. Duplication fee
    - (a) Photocopying or printing per page .....\$0.20
    - (b) Microfilm or microfiche copying per page .....\$0.20
    - (c) Color Copy per page .....\$0.50
    - (d) Fax per page.....\$1.00
  5. Auditorium use, per hour, Commercial.....\$50.00
  6. Board Room, per hour, Commercial.....\$25.00
  7. 3D Printer
    - (a) Per Gram of Filament.....\$0.20
    - (b) Per Print Request .....\$1.00
  8. Makerspace
    - (a) Buttons .....\$0.50
    - (b) Magnets.....\$0.50
    - (c) Cricut Page .....\$1.50
    - (d) Laminator, per inch of material (6 inch minimum).....\$0.50
  9. Hotspot Pack
    - (a) Hotspot Checkout, 7 days .....\$10.00
    - (b) Hotspot Overdue, per day .....\$5.00
    - (c) Hotspot Maximum Overdue Fee.....\$25.00
    - (d) Hotspot returned anywhere but to Library Staff.....\$25.00
    - (e) Lost Hotspot USB Cable .....Replacement cost + \$10.00
    - (f) Lost Hotspot Charger.....Replacement cost + \$10.00
    - (g) Lost Hotspot Carrying Case .....Replacement cost + \$10.00
    - (h) Lost Hotspot.....Replacement cost + \$10.00
  10. Library of Things and STEM Kits
    - (a) Overdue fine, per day .....\$5.00
    - (b) Maximum fine .....\$25.00
    - (c) Returning anywhere but to Library staff.....\$5.00
    - (d) Lost item .....Replacement cost + \$10.00
  11. Programs.....\$1.00-\$50.00
- B. Archives User Fees**
1. Publication (print, electronic, video or film) use fee, images
    - (a) For profit corporations, partnerships, businesses or individuals
      - (1) Editorial (i.e. within a published work), per item.....\$5.00
      - (2) Non-editorial (i.e. posters, brochures, etc), per item .....\$5.00
    - (b) Non-profit corporations, organizations, government agencies or individuals
      - (1) Editorial, educational, personal, per item.....\$1.00
      - (2) Non-editorial, per item .....\$1.00
  2. Videotaping or filming onsite fee
    - (a) For profit set up..... No charge
    - (b) For profit pull fee per item ..... No charge
    - (c) Non-profit, set up fee only ..... No charge
  3. Duplication fee, photocopying, per page .....\$0.20
  4. Duplication fee, scanning, per image .....\$0.25
  5. Duplication fee, slides
    - (a) For profit per group of 10 slides .....\$5.00
    - (b) Non-profit per group of 10 slides.....\$5.00

6. Postage and handling fee
  - (a) Requested mail orders .....Cost of postage/supplies
  - (b) Handling fee
    - (1) Total order cost of \$10.00 or less .....\$2.00
    - (2) Total order cost between \$10.00 and \$20.00 .....\$3.00
    - (3) Total order cost of \$20.00 or more .....\$4.00
    - (4) Certified mail (large orders).....\$7.00

## Chapter 58 - Manufactured Homes and Trailers

- A. Permit Application Fee (each space or proposed space).....\$1.00  
*The permit shall expire at the end of each calendar year.*
- B. Permit Transfer (each space).....\$1.00

## Chapter 62 – Offenses and Nuisances

State Law References:

- (a) Tennessee Sexual Offender and Violent Sexual Offender Registration Verification and Tracking Act of 2004
  - (b) Tennessee Code Annotated Title 40 Chapter 39 Section 204
- A. Sexual offender registration fee .....\$200.00
  - B. Violent sexual offender registration fee .....\$200.00

## Chapter 66 – Parks and Recreation

**NOTE:** Facility fees for Parks and Recreation can be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Boys and Girls Club
- Kingsport Economic Development Board
- Kingsport Housing Authority
- Kingsport Convention & Visitor's Bureau
- Eastman Recreation
- Kingsport Chamber of Commerce (& umbrella programs)

The City Manager or designee has the authority to adjust any fees in Chapter 66-Parks & Recreation.

## CULTURAL ARTS EVENTS/FACILITIES:

- A. Cultural Arts Fees for Special Events
  1. Concerts/Theatre Performances ..... \$5.00 - \$150.00  
 (cost per adult, senior & student ticket will be determined on each Event basis)
  2. "Christmas Connection" - Annual arts and crafts  
 (Admission fee to be determined on Event basis)  
 Festival fee per exhibitor's space ..... \$100.00 - \$300.00  
 (based on hours of operation)
  3. Cultural Arts Festival Fee.....\$50.00 - \$125.00
  4. Cultural Arts Program Fee.....\$50.00 - \$125.00
- B. Kingsport Renaissance Center
 

\*Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

  1. Room Rentals. Room rentals shall be subject to the following conditions:
    - (a) Fees are per hour.
    - (b) 3-hour minimum rental unless otherwise noted. Plus base fee = 1 hour rental.

- (c) At the discretion of Renaissance Center Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter doesn't leave the space in the same condition as it was on arrival.

<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	
228	Conference room	23 x 30	\$20.00
230	Meeting Room	23 x 30	\$20.00
231	Gallery	23 x 30	\$20.00
232	Gallery	23 x 30	\$20.00
239	Exhibit/Meeting	23 x 46	\$30.00
302	Dance Studio	23 x 45	\$30.00
310	Rehearsal Hall	36 x 54	\$30.00

2. Specialty Areas

- (a) Gymnasium, per hour (2 hour minimum) .....\$40.00  
 (b) Theatre, per hour (3-hour minimum).....\$40.00

Theater rentals shall be subject to the following conditions:

(1) Rental of the theater includes use of the house lights only.

(2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.

- (c) First Floor Courtyard (3-hour minimum).....\$200.00

- (d) Second and Third Floor Atriums (3-hour minimum) .....\$30.00

(1) Rental must be in conjunction with another room rental

(2) Certain activities may be restricted.

3. Equipment Rentals

- (a) Piano rental, per use .....\$30.00

4. Marquee, 3-day minimum per side .....\$30.00

5. Rentals exceeding the scheduled ending reservation time, per half hour  
 (with a minimum charge of \$50.00).....\$50.00

**PARK AND RECREATION EVENTS/FACILITIES:**

A. V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees

NOTE: Deposit – 50% of rental fee may apply at the discretion of Parks and Recreation Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Douglass Room – (Includes Tables and Chairs)

- (a) City residents, individual & groups, per hour (3-hour minimum).....\$40.00

- (b) Non-City residents, individual & groups, per hour (3-hour minimum)...\$55.00

(c) Equipment Fees

- (1) LCD projector and screen, per Event.....\$40.00

(d) Catering Kitchen

- (1) Use w/Douglass Room for food preparation, per Event.....\$40.00

- (e) Event with Sales/Tickets, additional fee per hour.....\$5.00

2. Eastman Foundation Conference Rm. per hour (2-hour minimum) .....\$15.00

3. Gym Rentals

NOTE: Deposit - \$50.00 per gym, per day may apply at the discretion of Parks & Recreation Management

(a) Gym #1 Rental – (Excludes Concession Rights)

- (1) Gymnasium Usage, per hour (2-hour minimum).....\$30.00

- (2) Use of Locker Room/Shower (per day for Event).....\$20.00

- (3) Vendor fee for events with sales/tickets.....\$15.00

- (4) Tournament Rental, per day (10-hour maximum).....\$300.00

- (5) Each additional hour after 10.....\$15.00
- (6) Pickleball, per hour (2-hour minimum) includes nets.....\$40.00
- (b) Gym #2 Rental – (Excludes Concession Rights)
  - (1) Gymnasium Usage, per hour (2-hour minimum).....\$40.00
  - (2) Use of Locker Room/Shower (per day for Event).....\$20.00
  - (3) Vendor fee for events with sales/tickets.....\$15.00
  - (4) Tournament Rental, per day (10-hour maximum).....\$400.00
  - (5) Each additional hour after 10.....\$20.00
  - (6) Pickleball, per hour (2-hour minimum) includes nets.....\$40.00
- (c) Vendor Fee, Gyms 1 and 2 per Event with Sales/Tickets.....\$35.00
- 4. Field Rental
  - (a) Per Hour (3-hour minimum).....\$20.00
  - (b) Event with Sales/Tickets, additional fee per hour .....\$2.00
  - (c) Use of Lights, per day .....\$20.00-\$50.00
- 5. Parking Lot without Gym/Bathroom Access *(Does not include tables and chairs)*
  - (a) 8-hour minimum.....\$100.00
  - (b) Additional time, per hour.....\$20.00
  - (c) Parking Lot with Bathroom Access.....\$125.00

#### B. Park Rentals

NOTE: Deposit – 50% of rental fee may apply at the discretion of Parks and Recreation Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

##### 1. Borden Park

- (a) Shelters Large (3-hour minimum)
  - (1) City residents, individual & groups, per hour, per shelter .....\$10.00
  - (2) Non-City resident, individuals & groups, Per hour, per shelter ..\$17.00
  - (3) Event with Sales/Tickets, additional fee per hour .....\$2.00
- (b) Shelters Small (3-hour minimum)
  - (1) City resident, individual & groups, per hour, per shelter .....\$8.00
  - (2) Non-City resident, individuals & groups, per hour, per shelter\$12.00
  - (3) Event with Sales/Tickets, additional fee per hour .....\$2.00
- (c) Borden Park Disc Golf Course Tournament
  - (1) Entry Fee, per person .....\$5.00-\$10.00
  - (2) Vendor Fee, Event with Sales/Tickets.....\$20.00
- (d) Community Center (3-hour minimum)
  - (1) City resident, individuals and groups, Per hour .....\$30.00
  - (2) Non-City resident, individuals and groups, Per hour.....\$35.00
  - (3) Event with Sales/Tickets, additional fee per hour .....\$2.00
- (e) Borden Park Grounds (3-hour minimum)
  - (1) Per hour.....\$10.00-\$50.00
  - (2) Exhibit rental, per hour.....\$20.00-\$60.00
  - (3) Event with Sales/Tickets, additional fee per hour .....\$5.00
- (f) Borden Park grounds with Community Center (3-hour minimum)
  - (1) Per hour.....\$35.00-\$70.00
  - (2) Exhibit rental, per hour.....\$40.00-\$100.00
  - (3) Event with Sales/Tickets, additional fee per hour.....\$5.00

##### 2. Riverview Splashpad Shelter\* (3-hour minimum)

- (a) City resident, per hour, per shelter each.....\$15.00
- (b) Non-City resident, per hour, per shelter each .....\$22.00
- (c) Event with Sales/Tickets, additional fee per hour .....\$2.00

3. Riverfront Park Shelter\* (3-hour minimum)
  - (a) City resident, per hour, per shelter each.....\$10.00
  - (b) Non-City resident, per hour, per shelter each .....\$17.00
  - (c) Event with Sales/Tickets, additional fee per hour .....\$2.00
4. Glen Bruce Park Gazebo\* (3-hour minimum)
  - (a) City resident, per hour, per shelter each.....\$10.00
  - (b) Non-City resident, per hour, per shelter each .....\$17.00
  - (c) Event with Sales/Tickets, additional fee per hour .....\$2.00
5. Memorial Gardens Park\* (3-hour minimum)
  - (a) Per hour .....\$15.00
  - (b) Exhibit rental, per hour .....\$25.00
  - (c) Event with Sales/Tickets, additional fee per hour .....\$2.00
6. Legion Park\* (3-hour minimum)
  - (a) Per hour .....\$15.00
  - (b) Exhibit rental, per hour .....\$25.00
  - (c) Event with Sales/Tickets, additional fee per hour .....\$2.00
7. Ridgefields Park (3-hour minimum)
  - (a) Per hour .....\$15.00
  - (b) Exhibit rental, per hour .....\$25.00
  - (c) Event with Sales/Tickets, additional fee per hour .....\$2.00
8. Riverwalk/Greenbelt Shelter (3-hour minimum)
  - (a) City resident, per hour, per shelter each.....\$10.00
  - (b) Non-City resident, per hour, per shelter each .....\$17.00
  - (c) Event with Sales/Tickets, additional fee per hour .....\$2.00
9. Preston Forest Park Shelter (3-hour minimum)
  - (a) City resident, per hour, per shelter each.....\$10.00
  - (b) Non-City resident, per hour, per shelter each .....\$17.00
  - (c) Event with Sales/Tickets, additional fee per hour .....\$2.00
10. Miracle Field Shelter (3-hour minimum)
  - (a) City resident, per hour, per shelter each.....\$20.00
  - (b) Non-City resident, per hour, per shelter each .....\$30.00
  - (c) Event with Sales/Tickets, additional fee per hour .....\$5.00
11. Scott Adams Memorial Skate Park Shelter (3-hour minimum)
  - (a) City resident, per hour, per shelter each.....\$10.00
  - (b) Non-City resident, per hour, per shelter each .....\$17.00
  - (c) Event with Sales/Tickets, additional fee per hour .....\$2.00
12. Park permit for commercial operation/use, per month .....\$25.00-\$100.00
13. Special Event permit, per Event.....\$25.00-\$75.00
  - (a) Greenbelt and/or Trail Race (5K or less distance).....\$300.00
  - (b) Greenbelt and/or Trail Race (distances greater than 5K).....\$500.00
  - (c) If actual City costs exceed the amount charged, the organizer will be assessed actual costs plus a 10% administrative fee.
14. Centennial Park (8-hour minimum).....\$400.00
  - (a) Additional time, per hour.....\$50.00
15. Brickyard Park per day (12-hour Maximum)..... \$120.00-200.00
16. Domtar Park per day (12-hour Maximum)..... \$120.00-200.00
17. Eastman Park at Horse Creek per day (12-hour Maximum).....\$100.00-200.00
- C. Summer Playground Program
  1. City resident fee, per child, per session.....\$100.00-\$150.00
  2. Non-City resident fee, per child, per session .....\$120.00-\$175.00
- D. Home School Physical Education Class
  1. Fee, per session, per student.....\$20.00-\$40.00

E. Community Center Class and Program Fees

1. Skilled Classes and Instructional Programs
  - (a) per class/session, per student - City resident.....\$5.00-\$50.00
  - (b) per class/session, per student - Non-City resident.....\$10.00-\$75.00
2. Day Camps
  - (a) per session, per student - City resident.....\$5.00-\$40.00
  - (b) per session, per student - Non-City resident.....\$10.00-\$45.00
3. Specialty Camps
  - (a) per session, per student - City resident.....\$20.00-\$100.00
  - (b) per session, per student - Non-City resident.....\$25.00-\$110.00
4. Specialty Programs and Special Events
  - (a) per participant - City Resident..... \$5.00-\$30.00
  - (b) per participant - Non-City Resident..... \$10.00-\$35.00

F. Athletics

1. Adult Basketball, Softball League & Flag Football Programs... \$350.00-\$450.00
  - (a) Non-Resident fee per person .....\$10.00-\$15.00
  - (b) Maximum Non-Resident fee per team .....\$75.00
2. Tournaments Fee, per team.....\$75.00-\$150.00
3. Basketball, 3 on 3 leagues
  - (a) Entry Fee, per team .....\$85.00-\$100.00
  - (b) Non-City resident fee, per person.....\$2.00
4. Volleyball
  - (a) Leagues - Indoor, per team .....\$120.00-\$180.00
    - (1) Non-City resident fee, per person .....\$10.00-\$15.00
    - (2) Maximum Non-Resident fee per team.....\$75.00
  - (b) Outdoor Leagues and Tournaments
    - (1) Triples .....\$45.00-\$90.00
    - (2) Doubles .....\$30.00-\$60.00
    - (3) Quads.....\$60.00-\$120.00
    - (4) Non-resident fee per person for leagues.....\$2.00
5. Adult Soccer
  - (a) Entry fee, per person.....\$30.00-\$50.00
  - (b) Non-City resident fee, per person.....\$10.00-\$15.00
  - (c) Maximum Non-Resident fee per team.....\$75.00
6. Adult Dodgeball
  - (a) Entry fee, per team .....\$85.00-\$100.00
  - (b) Non-City resident fee, per person .....\$10.00-\$15.00
  - (c) Maximum Non-Resident fee per team.....\$75.00
7. Tennis/Pickleball Instruction
  - (a) Instruction-Adults (19 and over), per session .....\$30.00-\$100.00
    - (1) Non-City resident fee, per session..... \$5.00
  - (b) Instruction-Children/teens (under 19), per session.....\$20.00-\$80.00
    - (2) Non-City resident fee, per session..... \$5.00
  - (c) Youth Tennis League Program.....\$15.00-\$60.00
    - (3) Non-City resident fee.....\$5.00
8. Tennis/Pickleball Tournament
  - (a) Entry fee, singles .....\$10.00-\$40.00
  - (b) Entry fee, doubles .....\$20.00-\$60.00
9. Tennis/Pickleball Courts Rental
  - (a) Individual court per hour (minimum 2 hours) .....\$8.00
  - (b) Tournament Rental, per court (min. 4 courts, per day (10 hr max.) .....\$40.00
  - (c) Each additional hour after 10 hours.....\$2.00



- (d) Vendor fee per event with Sales/Tickets .....\$15.00
10. Athletic Field Rental and Equipment  
 NOTE: Deposit—\$50.00 per field may apply at the discretion of Parks & Recreation Management. Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.  
 \*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.
- (a) Softball/Baseball field rental, per day per field (excludes concession rights)  
 (12-hour maximum).....\$85.00-\$120.00  
 (1) Each additional hour after 12..... \$15.00-\$25.00  
 (2) Use of lights, per day per field .....\$25.00-\$75.00  
 (3) Field drying material (per bag).....\$20.00
- (b) Soccer field rental, per day per field (excludes concession rights)  
 (12-hour maximum) ..... \$85.00-\$120.00  
 (1) Each additional hour after 12)..... \$40.00  
 (2) Use of lights, per day per field ..... \$25.00-\$75.00  
 (3) Fee, per team (tournaments, scrimmages, practices)..... \$20.00-\$30.00
- (c) Softball/Baseball/Miracle Field Soccer Field Rental (2-hour minimum)  
 (1) Per hour, per field (excludes concession rights)..... \$15.00-\$40.00  
 (2) Use of lights, per hour per field ..... \$15.00
- (d) Use of Parking Lot at Athletic Facilities (Use of restroom facilities included)\$100.00-\$150.00
- (e) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum) .....\$15.00-\$25.00
- (f) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament..... \$50.00-\$75.00
- (g) Rental of portable mounds per field, per tournament ..... \$75.00-\$100.00
- (h) Rental of green/white portable fencing per field, per tournament/event.....\$75.00-\$100
- (i) Rental of chain link portable fencing per field, per tournament/event.....\$100.00
- (j) Rental of white portable fencing (price per piece) ..... \$20.00
- (k) Delivery charge for white fencing..... \$50.00
- (l) Set-up fee for white fencing (price per piece).....\$20.00
- (m) Vendor selling fee, per tournament/Event per venue W/Sales/Tickets.....\$100.00
11. Youth Registration Fee  
 (a) Youth registration fee per sport ..... \$20.00-\$50.00  
 (b) Late registration fee (after deadline)..... \$5.00-\$25.00  
 (c) Equipment and Uniform Fee..... \$15.00-\$50.00

G. Allandale (*Seasonal rates may apply to some Allandale Rental Fees*)

NOTE: Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of Parks and Recreation Management.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Mansion and Garden Basic Rental (Corporate Meetings, Dinner Parties Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)

- (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM ..... \$430.00  
 (b) 0-100 people, Monday-Thursday, 5 PM – 11 PM..... \$600.00  
 (c) 0-100 people, Friday and Sunday..... \$1,100.00  
 (d) 0-100 people, Saturday ..... \$1,200.00

(e) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.

*\*Add \$1.00 for each person over Event maximum.*

Does not include use of the Heron Dome or the Amphitheater.

2. "The Allandale Experience" Rental (April – October Only)- includes Mansion, Harvey's Barn, Brooks Pavilion (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
  - (a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM ..... \$1,280.00
  - (b) 0-100 people, Monday – Thursday, 5:00 PM -11:00 PM..... \$1,460.00
  - (c) 0-100 people, Friday and Sunday..... \$2,120.00
  - (d) 0-100 people, Saturday.....\$2,420.00
  - (e) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.  
*\*Add \$1.00 for each person over Event maximum*
3. Mansion & Garden Two Day Rental (April – October Only) (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
  - (a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM ..... \$860.00
  - (b) 0-100 people, Monday – Thursday, 5:00 PM -11:00 PM..... \$1,200.00
  - (c) 0-100 people, Friday and Saturday ..... \$2,300.00
  - (d) 0-100 people, Saturday and Sunday..... \$2,300.00
  - (e) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.  
*\*Add \$1.00 for each person over Event maximum*  
Does not include use of the Heron Dome or the Amphitheater.
4. Single Space Rental (Minimum 3 Hours & Maximum 5 Hours)
  - (a) Hourly Rate ..... \$60.00
  - (b) Use of kitchen (microwave & refrigerator ONLY), per event ..... \$30.00
5. Heron Dome Rental Fees – Appropriate Mansion rental may apply
  - (a) Monday – Thursday ..... \$200.00
  - (b) Friday and Sunday ..... \$275.00
  - (c) Saturday..... \$300.00
  - (d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.
6. Mansion Tour Fees
  - (a) Group tours, Monday – Friday, 8 AM – 4 PM .....\$30.00 + \$5.00/person
  - (b) Individual tours..... \$6.00/person
7. Rehearsal Fees (all facilities and grounds)
  - (a) Monday – Thursday, 8 AM – 4 PM ..... \$50.00/hour
  - (b) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) ..... \$85.00/hour
8. Barn Rental (April – October Only)
  - (a) 0-100 people, Monday – Thursday..... \$450.00
  - (b) 0-100 people, Friday and Sunday ..... \$550.00
  - (c) 0-100 people, Saturday ..... \$650.00
  - (d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.  
*\*Add \$1.00 for each person over Event maximum.*
9. Barn Gazebo Rental
  - (a) Monday – Thursday ..... \$225.00
  - (b) Friday and Sunday ..... \$400.00
  - (c) Saturday..... \$425.00
  - (d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.  
Does not include use of Barn.
10. Picnic Pavilion Rental (April – October Only)
  - (a) 0-100 people, Monday – Thursday ..... \$425.00
  - (b) 0-100 people, Friday and Sunday ..... \$475.00
  - (c) 0-100 people, Saturday ..... \$550.00
  - (d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.  
*\*Add \$1.00 for each person over Event maximum.*
11. Amphitheater Rental – Appropriate Mansion rental may apply.
  - (a) Monday-Thursday .....\$250.00

- (b) Friday and Sunday ..... \$275.00
  - (c) Saturday..... \$450.00
  - (d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.  
Does not include use of Mansion, Mansion gardens or Heron Dome.
- 12. Facility Charges for Events lasting more than designated time block (All facilities & grounds)\$85.00/hour
- 13. Photography Fees
  - (a) Mansion Renters (use of house, gardens, grounds)
    - Monday – Thursday, 8 AM – 4 PM (2-hour maximum) ..... No Charge
  - (b) Mansion Renters (use of house, gardens, grounds)
    - Monday – Thursday, 4 PM – 9 PM (2-hour minimum) ..... \$60.00/hour
  - (c) Non-Renters (use of house, gardens, grounds)
    - Monday – Thursday, 8 AM – 4 PM (2-hour minimum) ..... \$85.00/hour
  - (d) Non-Renters (OUTDOORS ONLY/garden, grounds)
    - Monday – Thursday, 8 AM – 4 PM (2-hour minimum) ..... \$60.00/hour
- 14. Equipment Fees
  - (a) Folding Chairs, each ..... \$2.50
  - (b) Chivari Chairs, each..... \$4.00
  - (c) Tables, each..... \$8.00
  - (d) Piano and Disklavier, per Event ..... \$55.00
- 15. Promotional Fees
  - (a) Eighteen free bookings per year (to be used at the discretion of Management)
- 16. Friends of Allandale
  - (a) Patron – 10% discount on one (1) party per year
  - (b) Benefactor – 15% discount on one (1) party per year
  - (c) Brooks Fellow – 25% discount on one (1) party per year
- 17. Vendors Display Fee (flyers, calling cards, etc.).....\$30.00/Year
- H. Dog Park
  - 1. Registration
    - (a) City resident, first dog (annual fee).....\$25.00
    - (b) City resident, per additional dog (annual fee) .....\$15.00
    - (c) Non-resident, first dog (annual fee) .....\$30.00
    - (d) Non-resident, per additional dog (annual fee).....\$20.00
  - 2. Key Cards, App Access and Tags
    - (a) Key card and additional app access, per card/app .....\$15.00
    - (b) Dog Park tag replacement, per tag.....\$5.00
  - 3. Application Processing fee .....\$1.00
- I. Bays Mountain Park
  - 1. Entrance/Parking
    - (a) City resident, per car (fits in standard parking spot).....\$7.00
    - (b) Non-City resident, per car (fits in standard parking spot) .....\$10.00
    - (c) Per bus (does not fit in standard parking spot) .....\$15.00
    - (d) Per car (Military parking with valid ID).....FREE
  - 2. Natural History and Planetarium programs
    - (a) Individual rates
      - (1) Planetarium (15 or more, group rate)\* ..... \$5.00 to \$7.00
      - (2) Nature program (15 or more, group rate)\* ..... \$2.00 to \$10.00
      - (3) Barge ride\* ..... \$4.00 to \$6.00
      - (4) Extended Nature Program (2 hours) .....\$6.00
      - (5) Day Camp.....\$75 Weekly & Family Membership Pass
      - (6) Additional Day Camp Child.....\$65 Weekly
      - (7) Special Nature Programs\*.....\$10.00-\$40.00

\*Dependent upon program may not provide member discount

- (b) Schools – scheduled during normal school hours
    - (1) Out of county students – per student/per program .....\$4.00
    - (2) Sullivan, Hawkins Counties & Kingsport, Bristol students..\$2.00
  - (c) Special programs
    - (1) Planetarium (other than regularly scheduled times).....\$350.00
    - (2) Barge rides (other than regularly scheduled times-40 people maximum).\$250.00
    - (3) Association life members get one free barge ride during June, July and August after 6:00 p.m. *Must be pre-scheduled.*
    - (4) Animal Encounters.....\$10.00 to \$250.00
    - (5) Instructional Classes.....\$20.00 to \$150.00
- 3. Other Programming
  - (a) Canoe/Kayak Tour Programs.....\$10.00 per person
  - (b) Canoe/Kayak Tour Programs (Park Members).....\$5.00
- 4. Facilities rental
 

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

\* At the discretion of Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter does not leave the space in the same condition as it was upon arrival.

  - (a) Building/Rooms (per hour-2 hour minimum)
    - (1) Classroom (maximum of 80 people) .....\$35.00
    - (2) Farmstead (maximum of 100 people) .....\$100.00
    - (3) Nature Center (maximum of 150 people) .....\$200.00
    - (4) Pavilion at LilyPad Cove-flat rate, four hour block (maximum 60-80 people, depending on set-up.) *Renter responsible for set-up & takedown. Includes parking for guests.*
      - (i) Monday-Thursday.....\$150.00
      - (ii) Friday thru Sunday.....\$250.00
      - (iii) Additional rental time if needed, per hour.....\$75.00
      - (iv) Folding chairs, each.....\$2.00
      - (v) Tables, each.....\$7.00
    - (5) Cabin/meeting room (maximum of 25 people) .....\$50.00
  - (b) Other Facilities Rental
    - (1) Overnight camping, per group/per night (max 15 people).....\$50.00
- 5. Park grounds
  - (a) Before hours (2-hour minimum)..... \$150.00
  - (b) After hours (2-hour minimum) ..... \$150.00
- 6. Tour Groups
  - (a) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)..... \$10.00
- 7. Annual Memberships
  - (a) Individual Membership.....\$40.00
  - (b) Family Membership.....\$65.00
  - (c) Supporting Membership.....\$125.00
  - (d) Lifetime Membership.....\$1,200.00
- 8. Planetarium Show Leases.....\$100-\$25,000
- 9. Commercial Photography Permit.....\$25.00
- J. Senior Citizens Programs
  - 1. Activity fee
    - (a) Resident..... \$25.00
    - (b) Non-City, Sullivan County Resident ..... \$45.00
    - (c) Other ..... \$70.00
  - 2. Ceramic/Clay, yearly usage fee ..... \$25.00
  - 3. Craft fee ..... *Cost of materials and instructor used in project*

4. Special Class Fee
  - (a) Skilled classes, per semester..... \$30.00-\$400.00  
(i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
  - (b) Instructors' Salaries.....60% maximum class fees or hourly rate
  - (c) Other Senior Center class fees are determined by the Senior Center  
Director with approval from the Senior Center Advisory Council
5. Non-service day trips, per person/per trip
  - (a) Local ..... \$5.00
  - (b) Non-local..... \$13.00
  - (c) Extended travel (administrative fee) ..... \$25.00
6. Locker Fee.....\$15.00
7. Copies, per page..... \$0.25

K. Lynn View Community Center

NOTE: Deposit – \$50% of rental fee may apply at the discretion of Parks and Recreation Management. Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Gym Rentals

NOTE: Deposit – \$50 per gym, per day may apply at the discretion of the Facility Management.

- (a) Per hour (2 hour minimum) ..... \$30.00
  - (b) Pickleball, per hour (2 hour minimum) includes nets ..... \$40.00
  - (c) Tournament Rental, per day (10-hour maximum)..... \$300.00
  - (d) Each additional hour after 10..... \$15.00
  - (e) Vendor Fee for Events with Sales/Tickets ..... \$15.00
2. Cafeteria Rental
- (a) Per hour (3 hour minimum) .....\$20.00
  - (b) Event with Sales/Tickets, additional fee per hour.....\$5.00
3. Multipurpose Room Rental
- (a) Per hour (3 hour minimum) ..... \$10.00-\$15.00
  - (b) Event with Sales/Tickets, additional fee per hour.....\$5.00
4. Auditorium Rental
- (a) Per hour (3 hour minimum) ..... \$30.00
  - (b) Event with Sales/Tickets, additional fee per hour.....\$5.00
5. Football Field Rental
- (a) Per hour (3 hour minimum) ..... \$50.00
  - (b) Vendor Fee for Events with Sales/Tickets ..... \$35.00
  - (c) Use of lights per day..... \$30.00
6. Lower Baseball Field Rental
- (a) Per hour ..... \$20.00
  - (b) Vendor Fee for Events with Sales/Tickets ..... \$15.00

L. Kingsport Farmers Market

NOTE: Damage Deposit – 50% of rental fee may apply at the discretion of the facility manager. Renter will pay costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Farmers Market. A renter can be charged a cleaning fee that is equal to the rental exceeding time limit of \$85.00 if the renter does not leave the space in the same condition as it was upon arrival.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Pavilion Rental

- (a) Half Day: Monday–Sunday, 8AM–12 Midnight  
(up to 8 hours will be considered a half day rental).....\$500.00

- (b) Full Day: Monday–Sunday, 8AM–12 Midnight, per day  
(over 8 hours will be considered a full day rental).....\$600.00
- (1) Prep/Take Down in addition to a full day.....\$125.00
- (c) Facility charges for Events lasting beyond the designated time block (all facilities and grounds) per hour.....\$100.00
- (d) Pavilion & Carousel combo rental.....\$750.00  
*Rental of pavilion and carousel must happen at the same time.*  
(Includes Pavilion 8 hour rental from Option (b) listed above and Option M.2. listed in the next section: Carousel Special Events, nonpublic hours, 2 hr block)

- 2. Vendor – Daily Booth Rental Fees – Inside Pavilion
  - (a) Wednesdays.....\$6.00
  - (b) Saturdays .....\$10.00
- 3. Vendor – Daily Booth Rental Fees – Outside Pavilion
  - (a) Wednesdays .....\$5.00
  - (b) Saturdays .....\$8.00

\*The City Manager or designee has the authority to adjust the fee if the proposed Event, including setup, is less than half the time of the rental or to adjust any of the above fees for special promotions or events.

#### M. Kingsport Carousel

- 1. Tokens for Rides.....\$1.00
- 2. Special Events, non-public hours, per hour, minimum of 2 hours.....\$100.00
- 3. Special Events (2 hour duration) during public hours, w/unlimited rides.....\$100.00
- 4. Rental of Carousel Studio, per hour (3 hour minimum).....\$30.00
- 5. Pavilion & Carousel combo rental .....\$750.00  
*Rental of pavilion and carousel must happen at the same time.*  
(Includes Pavilion 8 hour rental from Option L.1.(b) listed in the previous section and Option 2 listed above).
- 6. One Year Membership.....\$125.00  
\*At the discretion of Carousel Management, a renter can be charged a cleaning fee that is equal to one hour's use of the space if the renter does not leave the space in the same condition as it was upon arrival.  
\*The City Manager or designee has the authority to adjust any of the above listed fees for special promotions/Events.

#### N. Kingsport Aquatic Center Events/Facilities

##### Daily Fees

- (a) Ages 2 & under.....Free w/ paying adult
- (b) Under 48".....\$6.00
- (c) 48" and above.....\$8.00
- (d) Ages 55 & over.....\$6.00
- (e) Group (more than 15 people).....\$5.00 each
- (f) Last two hours of operation for the Indoor Pool outside of summer operational season:
  - (1) Under 48".....\$3.00
  - (2) 48" and above.....\$4.00
  - (3) Ages 55 & over .....\$3.00
- 1. Seasonal Waterpark Passes (Summer Operational Season)
  - (a) Under 48".....\$100.00
  - (b) 48" and above.....\$125.00
  - (c) Ages 55 & over.....\$100.00
  - (d) Family (4 within same household).....\$250.00
    - (1) Additional person.....\$15.00
  - (e) Replacement card.....\$5.00
- 2. Annual Memberships (ONE annual payment includes member rates on classes and a 10% discount on facility rentals and concessions)

- (a) Under 48"..... \$230.00
  - (b) 48" and above ..... \$300.00
  - (c) Ages 55 & over..... \$230.00
  - (d) Family (4 within same household)..... \$475.00
  - (1) Additional person (living in same household)..... \$50.00
  - (e) Replacement card.....\$5.00
- 3. Monthly Memberships
  - (a) Under 48" ..... \$30.00
  - (b) 48" and above ..... \$35.00
  - (c) Ages 55 & over ..... \$30.00
  - (d) Family (4 within same household) ..... \$70.00
  - (1) Additional person (living in same household)..... \$15.00
  - (e) Replacement card.....\$5.00
- 4. Quarterly Memberships
  - (e) Under 48"..... \$95.00
  - (f) 48" and above ..... \$110.00
  - (g) Ages 55 & over ..... \$95.00
  - (h) Family (4 within same household) ..... \$215.00
  - (1) Additional person (living in same household)..... \$15.00
  - (e) Replacement card.....\$5.00
- 5. Rentals
  - (a) Room (includes tables and chairs).....\$50.00/hr
  - (b) Indoor Facility (minimum of 2 hrs)
    - (1) 1-100 people.....\$325.00/hr
    - (2) 101-250 people.....\$400.00/hr
    - (3) 251-400 / Corporation ..... \$500.00/hr
  - (c) Outdoor Facility (minimum of 2 hrs)
    - (1) 1-100 people.....\$450.00/hr
    - (2) 101-250 people.....\$550.00/hr
    - (3) 251-400 / Corporation.....\$650.00/hr
  - (d) Outdoor Lap Pool (minimum of 2 hrs)
    - (1) 1-100 people .....\$175.00/hr
    - (2) 101-200 people ..... \$250.00/hr
  - (e) Lap Lane
    - (1) Short course (maximum of 8 swimmers/lane) .....\$12.00/hr
    - (2) Long course (maximum of 16 swimmers/lane).... \$24.00/hr
  - (f) Swim Meet
    - (1) Short Course
      - (i) Whole Pool – 12 hours.....\$1,500.00
      - (ii) Whole Pool – 5 hours.....\$1,000.00
      - (iii) Half Pool – 12 hours.....\$1,000.00
      - (iv) Half Pool – 5 hours.....\$600.00
    - (2) Long Course
      - (i) Whole Pool – 12 hours (May 1-May 20).....\$2,500.00
      - (ii) Whole Pool – 12 hours (May 20-July 31).....\$2,750.00
      - (iii) Whole Pool – 5 hours (May 1-July 31).....\$1,500.00
      - (iv) Warm Pool – 5 hours (June 1-July 31 only).....\$600.00
  - (g) Cabana (Outdoor Waterpark Season)
    - (1) Full Day
      - (i) Monday-Thursday.....\$75.00
      - (ii) Friday, Saturday, Sunday & Holidays.....\$100.00
    - (2) Half Day

- (i) Monday-Thursday.....\$40.00
    - (ii) Friday .....\$60.00
- 6. Swim Lessons
  - (a) Adaptive Swim Lessons (8 x 30 minute lessons)
    - (1) KAC Member.....\$60.00
    - (2) YMCA Member.....\$120.00
    - (3) Non-member.....\$140.00
  - (b) Group (8 classes w/ sibling discount of \$5 each additional child)
    - (4) KAC Member.....\$40.00/session
    - (5) YMCA Member.....\$70.00/session
    - (6) Non-member.....\$80.00/session
  - (c) Private (1 x 30 minute class or 6 x 30 minute classes)
    - (1) KAC Member.....\$30.00/ \$140.00
    - (2) YMCA Member.....\$40.00/ \$200.00
    - (3) Non-Member.....\$45.00/ \$240.00
  - (d) Semiprivate (6 x 30 minute classes for 2 students)
    - (1) KAC Member.....\$170.00
    - (2) YMCA Member.....\$220.00
    - (3) Non-Member.....\$240.00
  - (e) Group Swim Lessons Weekend (4 lessons discount of \$2 each additional child)
    - (1) KAC Member.....\$20.00
    - (2) YMCA Member.....\$45.00
    - (3) Non-Member.....\$55.00
  - (f) Additional Fee after registration deadline.....\$10.00
- 7. Water Exercise Classes (60 minutes in length)
  - (a) Single Class
    - (1) KAC Member.....\$2.00
    - (2) YMCA Member.....\$6.00
    - (3) Non-Member.....\$8.00
    - (4) Kingsport Senior Center Member .....\$5.00
  - (b) Monthly Pass (unlimited exercise classes during month)
    - (1) KAC Member.....\$10.00
    - (2) YMCA Member.....\$50.00
    - (3) Non-Member.....\$55.00
    - (4) Kingsport Senior Center Member .....\$40.00
- 8. Masters Swim Team
  - (a) KAC Member (monthly).....\$25.00
  - (b) YMCA Member (monthly).....\$35.00
  - (c) Non-member (monthly) .....\$45.00
  - (d) KAC Member (Quarterly).....\$75.00
  - (e) YMCA Member (Quarterly).....\$95.00
  - (f) Non-Member (Quarterly) .....\$125.00
  - (g) KAC Member (Annual).....\$275.00
  - (h) YMCA Member (Annual).....\$355.00
  - (i) Non-member (Annual).....\$475.00
- 9. Summer League Swim Team
  - (a) KAC Member .....\$125.00
  - (b) YMCA Member .....\$150.00
  - (c) Non-Member.....\$175.00

Each additional sibling will receive a \$15.00 discount off the monthly fee.
- 11. Junior Viperfish Swim Team
  - (a) KAC Member ..... \$35.00 monthly



- (b) YMCA Member ..... \$55.00 monthly
  - (c) Non-Member ..... \$75.00 monthly
- Each additional sibling will receive a \$10.00 discount off the monthly fee.
- 12. Training Courses (instructional courses for certification)
  - (a) Lifeguard Training
    - (1) Fees will be waived if participant chooses to work for KAC.
    - (2) KAC/YMCA Member.....\$200.00
    - (3) Non-member.....\$225.00
  - (b) Water Safety Instructor
    - (1) Fees will be waived if participant chooses to work for KAC.
    - (2) KAC/YMCA Member.....\$200.00
    - (3) Non-member.....\$225.00
  - (c) Certified Pool Operator
    - (1) KAC/YMCA Member ..... \$275.00
    - (2) Non-member ..... \$325.00
  - (d) Instructional classes
    - (1) KAC/YMCA Member.....\$20.00-\$150.00
    - (2) Non-member.....\$160.00
    - (3) Online courses.....\$20.00-\$150.00
- 13. Special Events
  - (a) Facility events (varies by event).....\$3.00-\$10.00
  - (b) Swim meet entry fees.....\$10.00-\$80.00
    - (1) Spectator fee.....\$2.00-\$5.00
- 14. Party Packages for up to 20 guests and room rental for 2 hours
  - (a) Party Package.....\$285.00
  - (b) Party add ons.....\$25.00-\$50.00
  - (c) Additional guests over the first 20 will be charged the group rate of \$5.00/person
- 15. Kingsport Senior Center Members receive a 20% discount for all aquatic classes
- 16. Seasonal Fees – Outdoor waterpark operational season
  - (a) Ages 2 & under.....Free w/ paying adult
  - (b) Under 48”.....\$10.00
  - (c) 48” and above ..... \$12.00
  - (d) Ages 55 and over..... \$10.00
  - (e) Group (more than 15 people)..... (each) \$5.00
  - (f) After 4 pm:
    - (1) Under 48”.....\$5.00
    - (2) 48” and above.....\$6.00
    - (3) Ages 55 and over.....\$5.00
- 17. Scuba/Kayak
  - (a) Lane Rental Fee – Short Course.....\$10.00
  - (b) Lane Rental Fee – Long Course.....\$20.00
  - (c) Individual Rate per participant/instructor.....\$2.00

Facility fees for the Kingsport Aquatic Center will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Boys and Girls Club
- Kingsport Girls Incorporated
- Kingsport Chamber of Commerce
- Kingsport City Schools
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport Convention & Visitor's Bureau

\*The City Manager or designee has the authority to adjust any of the above fees for special promotions or Events.

\*The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center.

## Chapter 70 – Peddlers and Solicitors

- A. Street Vendors Permit application fee .....\$200.00  
(The permit shall remain valid for one year after issuance.)

## Chapter 82 - Signs

- A. Inspection Fees  
1. Unlighted.....\$ 8.00  
2. Lighted.....\$10.00

## Chapter 86 - Solid Waste

- A. Removal of Garbage, Trash and Recycling  
1. Inside City Residential waste collection from 96-gallon carts, per month  
(a) First Cart..... \$8.00  
(b) Each additional cart, per month..... \$8.00  
*Note: Additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on the first cart who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.*  
2. Inside City Multi-family Residential and Mobile Home Park Developments waste collected from 96-gallon carts, per cart, per month ..... \$12.00  
3. Outside City/County residential waste collection from 96-gallon carts, per month  
(a) One Cart ..... \$23.00  
(b) Each additional cart, per month..... \$10.00  
4. Business and Professional Complex collected  
(a) From 96-gallon carts, per month, per business, per cart ..... \$23.00  
(b) From dumpster boxes  
(1) KHRA & Kingsport City Schools dumpster pickup.....\$25.00\*  
(2) Commercial & Industrial dumpster pickup.....\$25.00\*  
*\*NOTE: The fees in this subsection are \$20 until September 1, 2025.*  
5. Wildlife Resistant Cart (*Note: This includes cart fee*)..... \$20.00  
6. Construction waste material, per ton ..... \$105.00  
*Note: This fee will be assessed to the property owner for any construction waste placed on the right-of-way.*  
7. Mixed pile at curb-items outside scope of service-move out/clean out-excessive material fee.\$100.00  
8. Appliance, per pickup .....Free  
9. Carpet, per pickup ..... \$25.00  
10. Discarded furniture, per pickup .....Free  
11. Backdoor Garbage pickup annual fee (to be billed monthly July 1 through June 30).\$336.00  
The annual backdoor garbage fee may be waived or reduced for elderly or disabled individuals who meet the annual household income limit requirements and age or disability qualifications, as set forth annually by the State of Tennessee Division of Property Assessments for the State of Tennessee's Property Tax Relief Program. Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

**Annual Household Income**

**Annual Fee**

50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income Limit	20% of Fee
Over 62.50% to 75.00% of Income Limit	40% of Fee
Over 75.00% to 87.50% of Income Limit	60% of Fee
Over 87.50% to 100.00% of Income Limit	80% of Fee
Over 100.00 % of Income Limit	100% of Fee

**12. Roll Off Containers**

(a) Rental fee, per service..... \$480.00

(b) Additional tip fee, per ton..... \$65.00

Note: Customer will be required to pay \$480.00 up front and before delivery of dumpster. The \$480.00 covers the tipping fee for three tons, rental fee and pull fee for one service. One service is defined as customer calling to request roll off be emptied or 30 day rental threshold has been met, whichever comes first. If additional rentals are needed the customer will need to pay another rental fee. Customer will be billed for additional tonnage over three tons.

**B. Demolition Landfill Fee and Charges**

1. City residents will be allowed up to 12,000 lbs. per year (July 1 through June 30) to dump at the landfill with no tipping fee. The amount dumped will be tracked using the current city address. If an address exceeds 12,000 lbs., tipping fees will apply for additional tonnage.

2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs.....\$30.00

3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or more (calculated on a per ton basis at a rate of per ton).\$65.00

**4. Tires**

(a) 6 or less, each .....\$3.00

(b) More than 6, per ton (cut or whole) .....\$225.00

C. Annual application and permit fee (Contract collectors and haulers of solid waste).....\$750.00

*The annual fee must be submitted with the application. The fee is nonrefundable.*

Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30<sup>th</sup> day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application.

**Chapter 90 – Streets, Sidewalks and Other Public Places**

A. Sidewalk Dining Facilities Permit application fee .....\$50.00

(The permit shall remain valid for one year after issuance.)

**Chapter 98 - Traffic and Vehicles**

Parking Fees (effective January 1, 2003): A parking fee structure is not in effect for parking lots owned by the City of Kingsport. These lots are commonly referred to as the Commerce Street Parking Lot, the Farmers Market Parking Lot, the Shelby Street Parking Lot, the Library Parking Lot and the Five Points Parking Lot. Parking in these lots is allowed on a first come, first served basis unless posted otherwise for a special-use Event authorized in writing by the City Manager.

**Chapter 102 – Utilities**

All rates and fees set out in Chapter 102 shall be effective for billing on or after July 1, 2025.

## **Water Usage Rates and Fees**

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

### **B. Water Usage Rates**

#### **1. Base charge per month, by meter size**

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch	\$10.72	\$21.45
1 inch	\$19.08	\$38.16
1 ½ inch	\$35.80	\$71.60
2 inch	\$60.89	\$121.77
3 inch	\$158.52	\$317.04
4 inch	\$336.65	\$673.31
6 inch	\$704.91	\$1,409.83
8 inch	\$974.17	\$1,948.34
10 inch	\$1,637.08	\$3,274.15
12 inch	\$2,843.12	\$5,686.23

#### **2. Usage Rate Schedule (Rate Per Thousand Gallons)**

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
0–70,000 gallons	\$2.87	\$5.75
Over 70,000 gallons	\$2.53	\$5.05

3. Wholesale Customer Rate – will be 40% increase over Inside City Base Charge (B.1) and Usage Rate Schedule (B.2) shown above.

4. Emergency Connections to Other Utilities – will be charged Outside City Usage Rates (B.2) only, no Base Charge.

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

<u>Size</u>	
4 inch and below	\$30.00
6 inch	\$50.00
8 inch	\$50.00
10 inch	\$75.00
12 inch	\$100.00

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

<u>Size</u>	
5/8 inch	\$1,200
1 inch	\$1,300
1 ½ inch	\$2,200
2 inch	\$2,900
3 inch	\$5,000
4 inch	\$5,700
6 inch	\$8,200

All taps larger than 6 inch will be estimated prior to construction, fee to include all costs of labor, equipment & materials plus 10%

E. Water Connection Service Fee (set up/start account) .....\$50.00

F. Temporary Connection of 2 inch Meter to Fire Hydrant .....\$200.00

### **G. Disconnection or Reconnection of Service**

#### **1. Reconnection / Non-Payment / Lockup / Meter Removal Fee**

(a) Kingsport Water Customers (Before 5 PM on Work Days) .....\$50.00

(b) Kingsport Water Customers (After 5 PM, Weekends, Holidays) . \$75.00

(c) Bloomingdale Utility District (BUD) Water Customers..... BUD Current Rate

2. Obstruction Removal Fee .....\$100.00

3. Tampering Fee (meters or other utility property).....\$250.00

### **H. Service Call Charges**

1. Raise/Lower Water Meter at Request of User.....150.00

2. Leak Detection/Line Locating on Private Property (per hour).....\$75.00
3. Backflow Prevention Devices Testing Fee
  - (a) Initial Test ..... Free
  - (b) Annual Test..... Free
  - (c) Retesting Fee, Per Test (If Device Fails on Initial or Annual Test) ..... \$75.00
4. Service Fee
  - (a) Initial Call ..... Free
  - (b) Recurring Service Calls, each ..... \$50.00
- I. Fire Hydrants
  1. Fire Hydrant Installation or Relocation Fee ..... \$5,500.00
  2. Fire Hydrant Flow Test Fee.....\$100.00
- J. Water Line Extension
  1. Cost Estimate Fee ..... \$100.00
  2. Extension Cost will be estimated at contractor installation prices and will be limited to availability of lowest bid contractor.

### **Sewer Usage Rates and Fees**

#### **K. Sewer Usage Rates**

1. Base charge per month
  - (a) Inside City ..... \$10.03
  - (b) Outside City ..... \$15.08
2. Class I Usage Rates (Rate Per Thousand Gallons)
 

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
All Usage	\$11.02	\$16.52
3. Class II Surcharge Fees
  - (a) BOD per lb ..... \$0.204
  - (b) TSS per lb ..... \$0.102
4. Residential or commercial water customers located within the corporate limits of the City of Kingsport where sanitary sewers are not available and are identified by the Utilities Director as receiving septic tank pumping and waste hauling services provided by the City shall be subject to sewer user rates for Class I customers as set out above. Tap fee applicable to property served shall be paid before such service begins.
5. Sewer Usage Cap for All Residential Customers
  - (a) An average base figure on water consumption will be established for individual residential customers. This figure will be calculated by using the consumption by each metered customer during the five-month billing periods of December to April, winter months when water usage is reasonably stable, and when most water enters the City sewer system.
  - (b) Since sewer fees are based on per-thousand-gallon usage, the average that was calculated from the winter period will be rounded-up to the next thousand-gallon level.
  - (c) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.
  - (d) Once established, the final average will be used as the annual individual sewer cap for the following year. A new cap will be established during each winter period and the procedure will be repeated.
  - (e) Any new residential customer will be assigned a cap of 8,000 until an average individual cap can be established.

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

1. Residences, single-family, cluster homes, condominiums, townhouses, duplexes, row houses, etc. per living unit (existing structures & new construction)
  - (a) First Unit ..... \$2,500.00

- (b) Additional Units on Same Tap.....\$200.00
  - 2. Multi-family complexes, hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks, etc. (existing structures and new construction)
    - (a) First Unit / Room .....\$2,500.00
    - (b) Additional Units on Same Tap.....\$200.00
  - 3. Car wash (existing structures and new construction)
    - (a) First Bay.....\$2,500.00
    - (b) Each Additional Bay .....\$500.00
  - 4. Large and small commercial users, factories, and shopping centers (existing structures and new construction)
    - (a) First 10,000 square feet (or additional lateral) .....\$2,500.00
    - (b) Each additional 10,000 square feet .....\$300.00
  - 5. Low Pressure Tap Fees (Residential Lift Station)
    - (a) New Structures .....\$6,000.00
    - (b) Existing Structures
      - (1) Inside City .....\$2,500.00
      - (2) Outside City.....\$6,500.00
- M. Financing of Sewer Tapping Fees
- 1. Interest rate, per annum ..... 9.5%
 

Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.
  - 2. Tap Fees may be financed over a ten (10) year period and shall be payable in equal monthly installments including interest charged at a rate established by this resolution. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note secured by a deed of trust in the amount of the tap fee payable to the City of Kingsport. The promissory note & the deed of trust shall be a standard form prescribed by the City Recorder & approved by the City Attorney.
  - 3. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.
  - 4. Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, & include new residential construction only when the construction is for the property owner's own personal use. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note in the amount of the tap fee due payable to the City of Kingsport. The property owner(s) shall also be required to execute a Deed of Trust securing the note. The promissory note & the deed of trust shall be a standard form prescribed by the City Recorder & approved by the City Attorney. The property owner(s) shall be further required to pay to the City a recording fee as set out herein at the time the Deed of Trust is executed.
- Owners of the following classes of property:
- (a) Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)
  - (b) Existing additional units may finance the tap fee due and payable to the City over a ten (10) year period in equal monthly installments including interest charged at a rate established by this resolution upon the execution of a promissory note and a deed of trust securing the note.

In the Event an outside property owner financing a tap fee is annexed he/she shall be given a pro rata credit to their outstanding principal balance in the month following the effective date of annexation equal to the difference between an outside tap fee and an inside tap fee in effect at the time the promissory note was initially entered into. The pro rata amount to be credited against the property owner's account will be determined by allocating the difference between an outside tap fee and an inside tap fee on a monthly basis over the term of the promissory note and applying the monthly amount to the number of installments remaining to be billed over the term of the promissory note as of the effective date of the annexation. The amount calculated by applying the monthly amount to the number of unbilled installments as the effective date of annexation will be applied as a credit against the property owner's outstanding principal balance.

5. Financing shall not be available to owners of the following class of property:
  - (a) New residences located in subdivisions in which sewer mains and laterals have been installed by developers
6. Also, financing shall not be available in cases where the development is for speculative purposes. In determining if construction is for speculative purposes, any sewer tap permit issued in the name of a licensed contractor, plumber, developer, or broker shall be considered for speculative purposes and payment of the tap fee in full shall be required. In cases where a contractor constructs a residence for personal occupancy and desires to finance the tap fee, the contractor/owner will be eligible to finance when he or she provides the City Recorder with (1) certification that the residence has been constructed for personal occupancy of the owner/ contractor, and (2) executes a standard City of Kingsport promissory note and deed of trust securing the note for sewer tap fees payable to the City of Kingsport. The "Certification of Construction for Personal Occupancy" shall be a standard form prescribed by the City Recorder and approved by the City Attorney.

#### N. Categories of Uses

1. Single Family Residence: A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.
2. Row Houses: Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.
3. Additional Existing Units: Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.
4. Subdivisions and/or Planned Residential Development: Developments approved by the Kingsport Planning Commission where the developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.
5. Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are rented, but each dwelling unit may be under individual ownership.
6. Multi-family Complex: Usually consists of one building with direct access from the building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.

7. Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.
  8. Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.
  9. Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 102-408 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.
- O. Wastewater Discharge Permit Fees
1. Non-domestic permit application
    - (a) Original Application .....\$50.00
    - (b) Renewal Application .....\$25.00

NOTE: Fee is non-refundable. Applicants who file an application with incomplete or missing information have thirty (30) days to correct and resubmit the application. Those applicants not resubmitting within 30 days will be required to start the application process over, including payment of another fee.
  2. Non-domestic permits (annual fee) .....\$200.00
 

NOTE: Permits are issued for annual periods not to exceed a 5-year time limit. Fees are based on an annual rate.
  3. Permit Transfer Fee .....\$100.00
- P. Wastewater Appeals Board Fee .....\$250.00
- Q. Water Utility Monitoring, Inspection, and Surveillance, and Construction Fees
1. Private Lateral Backup Response.....\$250.00
  2. Lateral Location Fee .....\$150.00
  3. Dye/Smoke Test, Odor Investigation, Pretreatment Inspection .....\$100.00
  4. Wastewater Sample Fees .....\$50.00
 

Includes 5-Day BOD, Total Coliform / E-Coli, Temperature Total Suspended Solids, Dissolved Oxygen, Ammonia, pH
  5. Manhole Adjustment Fee..... at cost, based on estimate
- R. Waste Hauler Permit Fee (annual) .....\$50.00
- S. Clean Hauled Waste Disposal
1. Domestic (per load up to 2,000 gallons) .....\$100.00
  2. Non-domestic (per 1,000 gallons) .....\$150.00
- T. UST Discharge Permit Fee (per tank).....\$100.00
- U. Groundwater Discharge Permit Fee (annual fee, per location) .....\$250.00

### **Stormwater Rates and Fees**

V. Stormwater Rates		<u>% SFU</u>	<u>Monthly User Rate</u>
<u>Single Family Residential Property</u>			
Tier (based on impervious surface)			
1 – 0 to 1,912 sq ft.....	70		\$2.80
2 – 1,913 to 6,269 sq ft.....	100		\$4.00
3 – 6,270 sq ft and above .....	140		\$5.60
<u>Non Single Family Residential</u>			
Duplexes, Townhomes, Apartments, Condominiums, Mobile Homes, etc.			
Per Each Dwelling Unit.....	60		\$2.40



Other Developed Property

Commercial, Industrial, Institutional, Churches, Recreational, Parking Lots, etc.

.....Varies .....\$4.00 per SFU  
..... Minimum Fee \$4.00

W. Rate Details

1. The terms used in this subsection shall have the same meaning ascribed to such terms in Ordinance No. 6146, establishing the stormwater utility
2. The single-family unit (SFU) is hereby established as 3,794 square feet of impervious surface area. The base rate for stormwater user fees is \$3.50 per month per SFU
3. For the other developed property classification in the chart above, the number of SFU is determined by dividing the total square footage of impervious surface area of the property by the SFU, rounded to the nearest tenth. The minimum value shall not be less than one SFU.

**Payment Processing Posting Priority**

- X. Payments for services billed on City utility statements will be processed, posted, and applied to the accounts receivable in the following order of priority:

<u>Payment Priority</u>	<u>Accounts Receivable Description</u>
10.....	Bankruptcy
11.....	Balance Forward
12.....	Payment Correction Transfer Balance
13.....	Returned Check Fee
14.....	Service Charges
15.....	Returned Check Transfer Balance
16.....	Declined Credit Card IVR Fee
17.....	Non-Payment Fee
18.....	Final Bill
19.....	Installation Fees
20.....	Water Tap Fees
21.....	Line Extension Estimate
22.....	Utility Deposit
23.....	Finance Department Adjustment
30.....	Stormwater Penalty
31.....	Stormwater Fees
40.....	Residential Garbage – Back Door
41.....	Residential Garbage – Curbside
42.....	Multi-Family/Business/Professional Complex Garbage
60.....	Miscellaneous Charge
61.....	Deposit Interest
62.....	Census Survey
78.....	Sewer Penalties
79.....	Sewer Sales
87.....	State Sales Tax
88.....	Water Penalties
89.....	Water Sales

**Chapter 110 - Vehicles for Hire**

A. Charter Bus Fees

1. Per hour (subject to a three (3) hour minimum charge) .....\$40.00
2. Private Charter of 24-passenger Mini-Bus (first 2 hours).....\$150.00
- (a) (per hour thereafter) .....\$100.00

3. Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus
    - (a) (First two hours) .....\$125.00
    - (b) (per hour thereafter) .....\$80.00

[NOTE: Fees are for actual time beginning when vehicle leaves City Garage until return to City Garage.]
  - B. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)
    1. Side Panel (each) .....\$7,000.00
    2. Back Panel \$4,000.00
    3. Both Sides and Back Panel.....\$15,000.00
  - C. KATS Fixed-Route Service Fares
    1. Regular fare .....\$1.00
    2. 65 and over .....\$0.50
    3. Handicapped.....\$0.50
    4. Monthly Pass .....\$20.00
    5. City Employees/Students with valid ID/Children under age 18 .....Free
    6. Military Veterans with Valid ID.....\$0.50
    7. Route Deviation .....\$1.00
    8. Multi-Ride Ticket Book (24 one-way trips) .....\$20.00
    9. Multi-Ride Ticket Book Reduced Fare (24 one-way trips).....\$12.00
    10. Weekly Pass.....\$5.00
    11. Daily Pass .....\$2.00
  - D. KATS ADA/Paratransit Fares (Individuals must be certified to use service)
    1. ADA/Paratransit (one-way trip).....\$2.00
  - E. KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)
    1. Dial-A-Ride 65, (one-way trip) .....\$3.00
  - F. KATS Dial-A-Ride Job Assist (service to individuals traveling to/from work when ADA capacity allows)
    1. Dial-A-Ride Job Assist (one-way trip) .....\$3.00
  - G. KATS Connect (share ride on-demand transportation throughout the City of Kingsport when ADA capacity allows)
    1. Dial-A-Ride (one-way trip) .....\$3.00
  - H. Dial-A-Ride Multi-Ride Ticket Book (24 tickets worth \$1.00 each) .....\$24.00
  - I. No Show Fee (does not apply to ADA trips). A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-shows or late cancellations are not counted when there are situations beyond the rider's control that prevents the rider from notifying KATS that the trip cannot be taken. Customers who miss three or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.
  - J. Program/Discount Card Replacement.....\$1.00
- \*The City Manager or designee has the authority to adjust any of the above fees for special promotions or Events.

## Chapter 114 - Zoning

- A. Planning and Zoning Fees
  1. Rezoning application fees:
    - (a) Any downsizing (from higher to lower density).....\$250.00
    - (b) Any rezoning less than 20 acres.....\$450.00
    - (c) Any rezoning over 20 acres.....\$500.00
  2. Board of Zoning Appeals
    - (a) Application for Special Exception .....\$100.00

(b) Application for Variance .....	\$100.00
(c) Application for Administrative Review .....	\$100.00
(d) Called meeting.....	\$130.00
3. Historic Zoning Commission	
(a) Case filed for hearing at HZC Meeting (except for construction or demolition of a principal structure) .....	\$75.00
(b) Case filed for hearing at HZC Meeting (for construction or demolition of a principal structure) .....	\$150.00
(c) Case filed for In-House Approval with HZC.....	\$15.00
4. Each case filed with the Gateway Review Committee.....	\$75.00
5. Zoning Development Plan (if required):	
(a) Preliminary .....	\$150.00
(b) Full set of Construction Plans.....	\$200.00
(c) Final.....	\$50.00
6. Communications tower	
(a) New tower .....	\$425.00
(b) Co-located antennas .....	\$125.00
B. Subdivision fees	
1. Preliminary Plat.....	\$200.00
2. Construction Plans.....	\$300.00
3. Final Plat (including minor subdivisions & Planned Developments) .....	\$30.00 per lot
4. Bond Recording Fee (per page) .....	\$4.00
C. Right-of-Way Vacating application fee .....	\$100.00
D. Off-Premise Signs, Per Face.....	\$100.00
E. Zoning Verification Letter.....	\$25.00
F. Technology.....	\$7.00
G. Publication for Called Meeting of the Kingsport Regional Planning Commission.....	\$130.00
H. Mural Application.....	\$50.00
I. Surplus Property Application.....	\$50.00
J. Geographic Information Services (GIS) Fees:	
1. Map Products	
(a) Staff time, per hour.....	\$36.00
(b) Hard copy maps, standard sizes 48" x 36" (includes Kingsport Street Index Map & all Map Books).....	\$57.00
(c) Hard copy maps, custom sizes (per inch, by longest side).....	\$1.19
2. Geographic Data for commercial users .....	5%
(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)	
<i>[Note: The above costs will apply to GIS/Engineering data/maps distributed by other Departments or Divisions.]</i>	

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the fees, rates, and charges set out in this resolution shall be in effect from and after its date of adoption unless otherwise stated herein, or until and unless any fee, rate, or charge is changed by subsequent resolution.

Adopted this 17<sup>th</sup> day of June, 2025.

ATTEST:

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

## Chapter 2 - Administration

	A.	Returned check handling charge.....	\$30.00
<i>FEE DELETED-</i>	<del>B.</del>	<del>Kingsport City Flag.....</del>	<del>Cost + \$5.00</del>
	B.	City Court costs (per case).....	\$60.00
		1. State Litigation fee .....	\$13.75
		2. Local Litigation fee .....	\$13.75
	C.	Public Records	
<i>FEES DELETED-</i>	<del>1.</del>	<del>Code of Ordinances</del>	
		<del>(a) 2012 Code of Ordinances (hard copy).....</del>	<del>\$188.00</del>
		<del>(b) 2012 Code of Ordinances (hard copy binder with tabs).....</del>	<del>\$293.00</del>
		<del>(c) 2012 Code of Ordinances Supplement, each (hard copy) .....</del>	<del>\$63.81</del>
		<del>(d) 2012 Code of Ordinances Supplement, each (hard copy binder w/tabs).....</del>	<del>\$60.00</del>
	2.	Copy/Duplication	
		(a) Per page – black and white (more than 10 pages) .....	\$0.15
		(b) Per page – color (more than 10 pages).....	\$0.50
		(c) Cost of labor, in excess of one hour, spent locating, retrieving, redacting and reproducing requested records.....	varies
	D.	Credit and Debit Card Transactions and Convenience Fees .....	
<i>FEE MOVED from "F.1"</i>	1.	Property Taxes Transactions Paid including real or personal – internet, kiosk or face to face	
		(a) Card Processing Fee for Property Taxes paid with a debit or credit card.....	2.75%
<i>Language amended</i>	2.	Payments <del>transactions</del> made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods except those noted below \$3.00	
		(a) Transaction Limit on Utility Payments made by Credit or Debit Cards utilizing one of the methods above.....	\$500.00
	3.	Payment transactions made "face-to-face" .....	\$0.00
		(a) Transaction Limit on Utility Payments made by Credit or Debit Cards "face-to-face" ..	\$2,500.00
	4.	Payment transactions made via internet through Kingsport Public Library payment systems .....	\$0.50
	5.	Payment transactions made via internet for Leisure Services Activities...	\$0.00
	6.	Payment transactions made via internet or Interactive Voice Response (IVR) systems for Red Light Camera Citations.....	\$0.00
	7.	Payment transactions made via onsite Kiosk for utilities or miscellaneous receivables...	\$0.00
<i>FEE MOVED to "D.1"</i>	<del>F.</del>	<del>Property Taxes Paid with Credit and Debit Card Transactions, including real or personal – internet, kiosk, or face to face:</del>	
		<del>1. Card Processing Fee for Property taxes paid with a Debit or Credit Card.....</del>	<del>2.75%</del>
	E.	Engineering	
		1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).	
		(a) Construction plans, specifications, bid form & associated documents.....	\$50.00

## Chapter 6 - Alcoholic Beverages and Beer

	A.	On-Premises and/or Off-Premises beer permit application* filing fee .....	\$250.00
	B.	Special Occasion/Multiple Event beer application* (nonprofit organization).....	\$100.00
	C.	Temporary beer application* (one time, private business).....	\$50.00
<i>OLD FEE \$120</i>	D.	Publication for Called Meeting of the Kingsport Beverage Board .....	<i>\$130.00</i>

NOTE: \*All application filing fees are nonrefundable.

## Chapter 54 – Library

### A. Library User Fees

OLD FEE NO CHARGE	1. <del>Non-resident</del> Outside of service area (50 miles) fee, per year.....	\$10.00
LANGUAGE CHANGED	2. Overdue fines	
	(a) Charge per day, each book or other non-video/film circulating item (maximum \$5.00 each Adult item or Juvenile item).....	\$0.20
NEW FEE	(b) Charge per hour, laptop in house use late fee.....	\$0.50
OLD FEE \$1.00	(c) *Charge per day, each DVD (max. \$5 each DVD) .....	\$0.20
FEES DELETED	<del>(c) Charge per hour each non-circulating item.....</del>	<del>\$0.25</del>
	<del>(d) Charge per day each Storytelling Kit (max. \$20 each kit).....</del>	<del>\$2.00</del>
	<del>(e) Charge per day each Playaway View or Launchpad (max. \$25 each device).....</del>	<del>\$5.00</del>
	<del>(f) Charge if Playaway View or Launchpad is returned anywhere but to Library staff.....</del>	<del>\$5.00</del>
	<del>(g) Charge if Playaway View or Launchpad is returned uncharged.....</del>	<del>\$2.00</del>
NEW FEE	(d) *Charge per day each video game (max \$5.00 each video game)..	\$1.00
	*NOTE: DVD/Video games MUST be returned to designated areas. If returned to the book drop..... (Replacement cost – if damaged)+\$3.00	
	3. Lost material fees	
	(a) Collection materials, plus replacement cost.....	\$10.00
OLD FEES \$1.00/\$5.00	(b) Library Card replacement, <del>1<sup>st</sup> Time/Subsequent</del> .....	\$3.00
FEES DELETED	<del>(c) Playaway View or Launchpad.....</del>	<del>\$99.00</del>
	<del>(d) Charging cord replacement for Playaway View or Launchpad.....</del>	<del>\$14.00</del>
	4. Duplication fee	
OLD FEE \$0.15	(a) Photocopying or printing per page .....	\$0.20
OLD FEE \$0.15	(b) Microfilm or microfiche copying per page.....	\$0.20
	(c) Color Copy per page .....	\$0.50
	(d) Fax per page .....	\$1.00
OLD FEE \$25	5. Auditorium use, per hour, Commercial .....	\$50.00
OLD FEE \$15	6. Board Room, per hour, Commercial .....	\$25.00
FEE DELETED	<del>7. Kitchen, per use.....</del>	<del>\$15.00</del>
	7. 3D Printer	
OLD FEE \$0.15	(a) Per Gram of Filament .....	\$0.20
	(b) Per Print Request .....	\$1.00
	8. Makerspace	
OLD FEE \$0.25	(a) Buttons.....	\$0.50
	(b) Magnets .....	\$0.50
	(c) Cricut Page.....	\$1.50
OLD FEE \$0.05/LANGUAGE ADDED	(d) Laminator, per inch of material (6 inch minimum) .....	\$0.50
LANGUAGE REMOVED	9. Hotspot <del>or Digital Access Pack</del>	
	(a) Hotspot <del>or Digital Access Pack</del> Checkout, 7 days.....	\$10.00
	(b) Hotspot <del>or Digital Access Pack</del> Overdue, per day.....	\$5.00
	(c) Hotspot <del>or Digital Access Pack</del> Maximum Overdue Fee .....	\$25.00
	(d) Hotspot <del>or Digital Access Pack</del> returned anywhere but to Library Staff ...	\$25.00
LANGUAGE ADDED	(e) Lost Hotspot USB Cable.....	Replacement cost +\$10.00
LANGUAGE AMENDED	(f) Lost Hotspot <del>or Digital Access Pack</del> Charger.....	Replacement cost +\$10.00
OLD FEE \$5/LANGUAGE ADDED	(g) Lost Hotspot Carrying Case .....	Replacement cost +\$10.00
OLD FEE \$50/LANGUAGE ADDED	(h) Lost Hotspot .....	Replacement cost +\$10.00
FEE DELETED	<del>(i) Lost Digital Access Pack.....</del>	<del>Replacement Cost</del>
LANGUAGE ADDED	10. Library of Things and STEM Kits	
	(a) Overdue fine, per day .....	\$5.00
	(b) Maximum fine .....	\$25.00
	(c) Returning anywhere but to Library staff .....	\$5.00
FEE ADDED	(d) Lost item.....	Replacement cost + \$10.00

	11. Programs.....	\$1.00-\$50.00
B.	Archives User Fees	
	1. Publication (print, electronic, video or film) use fee, images	
	(a) For profit corporations, partnerships, businesses or individuals	
OLD FEE \$20/LANGUAGE ADDED	(1) Editorial (i.e. within a published work), per item .....	\$5.00
	<del>(2) News organizations.....</del>	<del>\$20.00</del>
OLD FEE \$100/LANGUAGE ADDED	(2) Non-editorial (i.e. posters, brochures, etc.) per item.....	\$5.00
	(b) Non-profit corporations, organizations, government agencies or individuals	
OLD FEE \$10/LANGUAGE ADDED	(1) Editorial, educational, personal, per item .....	\$1.00
OLD FEE \$10/LANGUAGE ADDED	(2) Non-editorial, per item.....	\$1.00
	2. <del>Publication use fee, audio/video, for profit only</del>	
	<del>(a) For profit corporations</del>	
	<del>(1) Audio recording, per minute .....</del>	<del>\$50.00</del>
	<del>(2) Video recording, per minute .....</del>	<del>\$50.00</del>
	<del>(b) For non-profit corporations</del>	
	<del>(1) Audio recording, per minute .....</del>	<del>\$25.00</del>
	<del>(2) Video recording, per minute .....</del>	<del>\$25.00</del>
	3. <del>Exhibition use fee</del>	
	<del>(a) For profit.....</del>	<del>\$25.00</del>
	<del>(b) Non-profit .....</del>	<del>\$10.00</del>
	2. Videotaping or filming onsite fee	
	(a) For profit set up .....	No charge
	(b) For profit pull fee per item.....	No charge
	(c) Non-profit, set up fee only.....	No charge
FEE RESTRUCTURE	3. Duplication fee, photocopying per page .....	\$0.20
	<del>(a) 8" x 10 " or 11" x 14" paper per page .....</del>	<del>\$0.15</del>
	<del>(b) 11" x 17" paper per page .....</del>	<del>\$0.15</del>
	4. Duplication fee, scanning	
OLD FEE \$1/LANGUAGE REMOVED	Per image ( <del>\$10.00 minimum includes first image cost</del> ).....	\$0.25
FEES DELETED	7. <del>Duplication fee, audio recordings</del>	
	<del>(a) Tapes each.....</del>	<del>\$3.00</del>
	<del>(b) CD, each .....</del>	<del>\$5.00</del>
	<del>(c) Staff time per hour (½-hour minimum) .....</del>	<del>\$8.00</del>
	8. <del>Duplication fee, video recordings</del>	
	<del>(a) Tapes each.....</del>	<del>\$5.00</del>
	<del>(b) Staff time per hour (min. ½ hour) .....</del>	<del>\$8.00</del>
	5. Duplication fee, slides	
OLD FEE \$25	(a) For profit per group of 10 slides, <del>plus offsite duplication cost</del> .....	\$5.00
LANGUAGE DELETED	(b) Non-profit per group of 10 slides, <del>plus offsite duplication cost</del> .....	\$5.00
	<del>10. Faxing fee per group of 10 pages, plus duplication cost .....</del>	<del>\$2.00</del>
	6. Postage and handling fees	
NEW FEE	(a) Requested mail orders .....	Cost of postage/supplies
LANGUAGE ADDED	(b) Handling fee	
	(1) Total order cost – of \$10.00 or less.....	\$2.00
	(2) Total order cost – between \$10.00 and \$20.00 .....	\$3.00
	(3) Total order cost – \$20.00 or more .....	\$4.00
	(4) Certified mail (large orders).....	\$7.00
FEES DELETED	C. <del>Reservation of Study Space and Media Center for up to four hours at a time</del>	
	1. <del>Study Space</del>	
	<del>(a) Non-commercial/Nonprofit.....</del>	<del>\$0.00</del>
	<del>(b) Commercial use .....</del>	<del>\$5.00</del>
	2. <del>Media Center</del>	
	<del>(a) Non-commercial/Nonprofit.....</del>	<del>\$0.00</del>
	<del>(b) Commercial use .....</del>	<del>\$15.00</del>

## Chapter 66 – Parks and Recreation

*Language Amended* **NOTE:** Facility fees for ~~the Cultural Arts and~~ Parks and Recreation areas ~~will be~~ can be discounted by fifty percent (50%) for activities sponsored by the following:

**Programs Amended** Kingsport Chamber of Commerce **and umbrella programs** Kingsport Economic Development Board  
Kingsport Convention & Visitor's Bureau Kingsport Housing Authority  
~~Leadership Kingsport~~ Kingsport Boys and Girls Club  
~~Downtown Kingsport Association~~ Eastman Recreation

The City Manager or designee has the authority to adjust any fees in Chapter 66-Parks & Recreation.

### CULTURAL ARTS EVENTS/FACILITIES:

#### A. Cultural Arts Fees for Special Events

1. Concerts/Theatre Performances..... \$5.00 - \$150.00  
(cost per adult, senior & student ticket will be determined on each Event basis)
2. "Christmas Connection" - Annual arts and crafts  
(Admission fee to be determined on Event basis)  
Festival fee per exhibitor's space ..... \$100.00 - \$300.00  
(based on hours of operation)
- ~~3. *Carousel Fine Arts & Crafts Show Festival Fee*..... ~~\$80.00 - \$130.00~~  
(based on hours of operation)~~

*FEE DELETED*

**FEES ADDED**

3. **Cultural Arts Festival Fee**..... **\$50.00 - \$125.00**
4. **Cultural Arts Program Fee**..... **\$50.00 - \$125.00**

#### B. Kingsport Renaissance Center

\*Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Room Rentals. Room rentals shall be subject to the following conditions:

- (a) Fees are per hour.
- (b) 3-hour minimum rental **unless otherwise noted** Plus base fee = 1 hour rental.
- (c) **At the discretion of Renaissance Center Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter doesn't leave the space in the same condition as it was on arrival.**

**LANGUAGE ADDED**

<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	<u>COST/HR</u>
228	Conference room	23 x 30	\$20.00
230	Meeting Room	23 x 30	\$20.00
231	Gallery	23 x 30	\$20.00
232	Gallery	23 x 30	\$20.00
239	Exhibit/Meeting	23 x 46	\$30.00
302	Dance Studio	23 x 45	\$30.00
310	Rehearsal Hall	36 x 54	\$30.00

#### 2. Specialty Areas

- (a) Gymnasium, per hour (2 hour minimum) ..... \$40.00
- (b) Theatre, per hour (3-hour minimum) ..... \$40.00  
Theater rentals shall be subject to the following conditions:  
(1) Rental of the theater includes use of the house lights only.  
(2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.
- (c) First Floor Courtyard (3-hour minimum) ..... \$200.00
- (d) Second and Third Floor Atriums (3-hour minimum)..... \$30.00  
(1) Rental must be in conjunction with another room rental  
(2) Certain activities may be restricted.



FEE DELETED

~~(e) Dining Room, per hour (3-hour minimum).....\$30.00  
At the discretion of Renaissance Center Management, a renter can  
be charged a cleaning fee that is equal to one hour use of the space  
if the renter doesn't leave the space in the same condition as it was  
on arrival.~~

3. Equipment Rentals
  - (a) Piano rental, per use.....\$30.00
4. Marquee, 3-day minimum per side .....\$30.00
5. Rentals exceeding the scheduled ending reservation time, per half hour  
(with a minimum charge of \$50.00).....\$50.00

#### PARK AND RECREATION EVENTS/FACILITIES:

A. V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees

NOTE: Deposit – 50% of rental fee may apply at the discretion of Parks and Recreation Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Douglass Room – (Includes Tables and Chairs)
  - (a) City residents, individual & groups, per hour (3-hour minimum)..\$40.00
  - (b) Non-City residents, individual & groups, per hour (3-hour minimum)..\$55.00
  - (c) Equipment Fees
    - (1) LCD projector and screen, per Event.....\$40.00
  - (d) Catering Kitchen
    - (1) Use w/Douglass Room for food preparation, per Event....\$40.00
  - (e) Event with Sales/Tickets, additional fee per hour.....\$5.00
2. Eastman Foundation Conference Rm. per hour (2-hour minimum)..\$15.00
  - ~~(a) Equipment fees~~
    - ~~(1) LCD projector and screen, per Event.....\$40.00~~

FEE REMOVED

3. Gym Rentals  
NOTE: Deposit - \$50.00 per gym, per day may apply at the discretion of the Parks and Recreation Management
  - (a) Gym #1 Rental – (Excludes Concession Rights)
    - (1) Gymnasium Usage, per hour (2-hour minimum).....\$30.00
    - (2) Use of Locker Room/Showers (per day for Event).....\$20.00
    - (3) Vendor fee for events with sales/tickets.....\$15.00
    - (4) Tournament Rental, per day (10-hour maximum).....\$300.00
    - (5) Each additional hour after 10.....\$15.00
    - (6) Pickleball, per hour (2-hour minimum) includes nets.....\$40.00
  - (b) Gym #2 Rental – (Excludes Concession Rights)
    - (1) Gymnasium Usage, per hour (2-hour minimum).....\$40.00
    - (2) Use of Locker Room/Showers (per day for Event).....\$20.00
    - (3) Vendor fee for events with sales/tickets.....\$15.00
    - (4) Tournament Rental, per day (10-hour maximum).....\$400.00
    - (5) Each additional hour after 10.....\$20.00
    - (6) Pickleball, per hour (2-hour minimum) includes nets.....\$40.00
  - (c) Vendor Fee, Gyms 1 and 2 per Event with Sales/Tickets....\$35.00
4. Field Rental
  - (a) Per Hour (3-hour minimum) .....\$20.00
  - (b) Event with Sales/Tickets, additional fee per hour .....\$2.00
  - (c) Use of Lights, per day .....\$20.00-\$50.00
5. Parking Lot without Gym/Bathroom Access (*Does not include tables and chairs*)

- (a) 8-hour minimum.....\$100.00
- (b) Additional time, per hour.....\$20.00
- (c) Parking Lot with Bathroom Access.....\$125.00

B. Park Rentals

NOTE: Deposit – 50% of rental fee may apply at the discretion of Parks and Recreation Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Borden Park

- (a) Shelters Large (3-hour minimum)
  - (1) City residents, individual & groups, per hour, per shelter \$10.00
  - (2) Non-City resident, individuals & groups, Per hour, per shelter.\$17.00
  - (3) Event with Sales/Tickets, additional fee per hour .....\$2.00
- (b) Shelters Small (3-hour minimum)
  - (1) City resident, individual & groups, per hour, per shelter .....\$8.00
  - (2) Non-City resident, individuals & groups, per hour, per shelter\$12.00
  - (3) Event with Sales/Tickets, additional fee per hour .....\$2.00
- (c) Borden Park Disc Golf Course Tournament
  - (1) Entry Fee, per person .....\$5.00-
  - (2) Vendor Fee, Event with Sales/Tickets.....\$20.00
- (d) Community Center (3-hour minimum)
  - (1) City resident, individuals and groups, Per hour .....\$30.00
  - (2) Non-City resident, individuals and groups, Per hour.....\$35.00
  - (3) Event with Sales/Tickets, additional fee per hour .....\$2.00
- (e) Borden Park Grounds (3-hour minimum)
  - (1) Per hour.....\$10.00-\$50.00
  - (2) Exhibit rental, per hour.....\$20.00-\$60.00
  - (3) Event with Sales/Tickets, additional fee per hour .....\$5.00
- (f) Borden Park grounds with Community Center (3-hour minimum)
  - (1) Per hour.....\$35.00-\$70.00
  - (2) Exhibit rental, per hour.....\$40.00-\$100.00
  - (3) Event with Sales/Tickets, additional fee per hour.....\$5.00

\$10.00

2. Riverview Splashpad Shelter\* (3-hour minimum)

- (a) City resident, per hour, per shelter each.....\$15.00
- (b) Non-City resident, per hour, per shelter each .....\$22.00
- (c) Event with Sales/Tickets, additional fee per hour .....\$2.00

3. Riverfront Park Shelter\* (3-hour minimum)

- (a) City resident, per hour, per shelter each.....\$10.00
- (b) Non-City resident, per hour, per shelter each .....\$17.00
- (c) Event with Sales/Tickets, additional fee per hour .....\$2.00

4. Glen Bruce Park Gazebo\* (3-hour minimum)

- (a) City resident, per hour, per shelter each.....\$10.00
- (b) Non-City resident, per hour, per shelter each .....\$17.00
- (c) Event with Sales/Tickets, additional fee per hour.....\$2.00

5. Memorial Gardens Park\* (3-hour minimum)

- (a) Per hour .....\$15.00
- (b) Exhibit rental, per
- (c) Event with Sales/Tickets, additional fee per hour .....\$2.00

hour \$25.00

6. Legion Park\* (3-hour minimum)

- (a) Per hour .....\$15.00

		(b) Exhibit rental, per	
hour	\$25.00	(c) Event with Sales/Tickets, additional fee per hour .....	\$2.00
	7.	Ridgefields Park (3-hour minimum)	
		(a) Per hour .....	\$15.00
		(b) Exhibit rental, per	
hour	\$25.00	(c) Event with Sales/Tickets, additional fee per hour .....	\$2.00
	8.	Riverwalk/Greenbelt Shelter (3-hour minimum)	
		(a) City resident, per hour, per shelter each.....	\$10.00
		(b) Non-City resident, per hour, per shelter each .....	\$17.00
		(c) Event with Sales/Tickets, additional fee per hour.....	\$2.00
	9.	Preston Forest Park Shelter (3-hour minimum)	
		(a) City resident, per hour, per shelter each.....	\$10.00
		(b) Non-City resident, per hour, per shelter each .....	\$17.00
		(c) Event with Sales/Tickets, additional fee per hour.....	\$2.00
MOVED FROM F.11	10.	Miracle Field Shelter (3-hour minimum)	
		(a) City resident, per hour, per shelter each.....	\$20.00
		(b) Non-City resident, per hour, per shelter each .....	\$30.00
		(c) Event with Sales/Tickets, additional fee per hour.....	\$5.00
NEW FEES	11.	Scott Adams Memorial Skate Park Shelter (3-hour minimum)	
		(a) City resident, per hour, per shelter each.....	\$10.00
		(b) Non-City resident, per hour, per shelter each .....	\$17.00
		(c) Event with Sales/Tickets, additional fee per hour.....	\$2.00
	12.	Park permit for commercial operation/use, per month .....	\$25.00-\$100.00
	13.	Special Event permit, per Event.....	\$25.00-\$75.00
		(a) Greenbelt and/or Trail Race (5K or less distance).....	\$300.00
		(b) Greenbelt and/or Trail Race (distances greater than 5K).....	\$500.00
		(c) If actual City costs exceed the amount charged, the organizer will be assessed actual costs plus 10% administrative fee.	
	14.	Centennial Park (8-hour minimum).....	\$400.00
		(a) Additional time, per hour.....	\$50.00
	15.	Brickyard Park per day (12-hour Maximum).....	\$120.00-200.00
	16.	Domtar Park per day (12-hour Maximum).....	\$120.00-200.00
	17.	Eastman Park at Horse Creek per day (12-hour Maximum).....	\$100.00-200.00
C.	Summer Playground Program		
	1.	City resident fee, per child, per session.....	\$100.00-\$150.00
	2.	Non-City resident fee, per child, per session .....	\$120.00-\$175.00
D.	Home School Physical Education Class		
	1.	Fee, per session, per student .....	\$20.00-\$40.00
E.	Community Center Class and Program Fees		
	1.	Skilled Classes and Instructional Programs	
		(a) per class/session, per student - City resident.....	\$5.00-\$50.00
		(b) per class/session, per student - Non-City resident.....	\$10.00-\$75.00
	2.	Day Camps	
		(a) per session, per student - City resident.....	\$5.00-\$40.00
		(b) per session, per student - Non-City resident.....	\$10.00-\$45.00
	3.	Specialty Camps	
		(a) per session, per student - City resident.....	\$20.00-\$100.00
		(b) per session, per student - Non-City resident.....	\$25.00-\$110.00
	4.	Specialty Programs and Special Events	
		(a) per participant - City Resident.....	\$5.00-\$30.00
		(b) per participant - Non-City Resident.....	\$10.00-\$35.00
	F.	Athletics	
	1.	Adult Basketball, Softball League & Flag Football Programs	\$350.00-\$450.00
		(a) Non-Resident fee per person .....	\$10.00-\$15.00

- (b) Maximum Non-Resident fee per team .....\$75.00
2. Tournaments Fee, per team.....\$75.00-\$150.00
3. Basketball, 3 on 3 leagues
  - (a) Entry Fee, per team .....\$85.00-\$100.00
  - (b) Non-City resident fee, per person .....\$2.00
4. Volleyball
  - (a) Leagues - Indoor, per team.....\$120.00-\$180.00
    - (1) Non-City resident fee, per person .....\$10.00-\$15.00
    - (2) Maximum Non-Resident fee per team.....\$75.00
  - (b) Outdoor Leagues and Tournaments
    - (1) Triples .....\$45.00-\$90.00
    - (2) Doubles .....\$30.00-\$60.00
    - (3) Quads.....\$60.00-\$120.00
    - (4) Non-resident fee per person for leagues.....\$2.00
5. Adult Soccer
  - (a) Entry fee, per person .....\$30.00-\$50.00
  - (b) Non-City resident fee, per person .....\$10.00-\$15.00
  - (c) Maximum Non-Resident fee per team.....\$75.00
6. Adult Dodgeball
  - (a) Entry fee, per team .....\$85.00-\$100.00
  - (b) Non-City resident fee, per person .....\$10.00-\$15.00
  - (c) Maximum Non-Resident fee per team.....\$75.00
7. Tennis/Pickleball Instruction
  - (a) Instruction-Adults (19 and over), per session .....\$30.00-\$100.00
    - (1) Non-City resident fee, per session.....\$5.00
  - (b) Instruction-Children/teens (under 19), per session....\$20.00-\$80.00
    - (2) Non-City resident fee, per session.....\$5.00
  - (c) Youth Tennis League Program .....\$15.00-\$60.00
    - (3) Non-City resident fee .....\$5.00
8. Tennis/Pickleball Tournament
  - (a) Entry fee, singles .....\$10.00-\$40.00
  - (b) Entry fee, doubles.....\$20.00-\$60.00
9. Tennis/Pickleball Courts Rental
  - (a) Individual court per hour (minimum 2 hours) .....\$8.00
  - (b) Tournament Rental, per court (min. 4 courts, per day (10 hr max.)...\$40.00
  - (c) Each additional hour after 10 hours .....\$2.00
  - (d) Vendor fee per event with Sales/Tickets .....\$15.00
10. Athletic Field Rental and Equipment
 

NOTE: Deposit-\$50.00 per field may apply at the discretion of Parks & Recreation Management. Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

  - (a) Softball/Baseball field rental, per day per field (excludes concession rights) (12-hour maximum).....\$85.00-\$120.00
    - (1) Each additional hour after 12 .....\$15.00-\$25.00
    - (2) Use of lights, per day per field .....\$25.00-\$75.00
    - (3) Field drying material (per bag).....\$20.00
  - (b) Soccer field rental, per day per field (excludes concession rights) (12-hour maximum) .....\$85.00-\$120.00
    - (1) Each additional hour after 12).....\$40.00
    - (2) Use of lights, per day per field .....\$25.00-\$75.00
    - (3) Fee, per team (tournaments, scrimmages, practices)...\$20.00-\$30.00

- (c) Softball/Baseball/Miracle Field Soccer Field Rental (2-hour minimum)
  - (1) Per hour, per field (excludes concession rights).....\$15.00-\$40.00
  - (2) Use of lights, per hour per field .....\$15.00
- (d) Use of Parking Lot at Athletic Facilities  
(Use of restroom facilities included) .....\$100.00-\$150.00
- (e) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum) .....\$15.00-\$25.00
- (f) Meeting room rental for Brickyard Park, Domtar Park and Eastman .. Park at Horse Creek per tournament .....\$50.00-\$75.00
- (g) Rental of portable mounds per field, per tournament..\$75.00-\$100.00
- (h) Rental of green/white portable fencing per field, per tournament/event..\$75.00-\$100
- (i) Rental of chain link portable fencing per field, per tournament/event.....\$100.00
- (j) Rental of white portable fencing (price per piece) .....\$20.00
- (k) Delivery charge for white fencing .....\$50.00
- (l) Set-up fee for white fencing (price per piece).....\$20.00
- (m) Vendor selling fee, per tournament/Event per venue W/Sales/Tickets..\$100.00

MOVED TO B.10

~~11. Miracle Field Shelter\* (3-hour minimum)~~

- ~~(a) City resident, per hour.....\$20.00~~
- ~~(b) Non-City resident, per hour.....\$30.00~~
- ~~(c) Event with Sales/Tickets, additional fee per hour....\$5.00~~

11. Youth Registration Fee

- (a) Youth registration fee per sport .....\$20.00-\$50.00
- (b) Late registration fee (after deadline).....\$5.00-\$25.00
- (c) Equipment and Uniform Fee.....\$15.00-\$50.00

G. Allandale (Seasonal rates may apply to some Allandale Rental Fees)

NOTE: Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of Parks and Recreation Management.

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Mansion and Garden Basic Rental (Corporate Meetings, Dinner Parties Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)

OLD FEE \$390  
OLD FEE \$550  
OLD FEE \$1000  
OLD FEE \$1100

- (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM .....\$430.00
- (b) 0-100 people, Monday-Thursday, 5 PM – 11 PM.....\$600.00
- (c) 0-100 people, Friday and Sunday .....\$1,100.00
- (d) 0-100 people, Saturday .....\$1,200.00
- (e) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.

\*Add \$1.00 for each person over Event maximum.

Does not include use of the Heron Dome or the Amphitheater.

2. "The Allandale Experience" Rental (April – October Only)- includes Mansion, Harvey's Barn, Brooks Pavilion (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)

OLD FEE \$1165  
OLD FEE \$1325  
OLD FEE \$1935  
OLD FEE \$2200

- (a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM.....\$1,280.00
- (b) 0-100 people, Monday – Thursday, 5:00 PM -11:00 PM.....\$1,460.00
- (c) 0-100 people, Friday and Sunday .....\$2,120.00
- (d) 0-100 people, Saturday.....\$2,420.00
- (e) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.

\*Add \$1.00 for each person over Event maximum

3. Mansion & Garden Two Day Rental (April – October Only) (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)

OLD FEE \$780  
OLD FEE \$1100

- (a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM.....\$860.00
- (b) 0-100 people, Monday – Thursday, 5:00 PM -11:00 PM.....\$1,200.00

OLD FEE \$2100	(c) 0-100 people, Friday and Saturday .....	\$2,300.00
OLD FEE \$2100	(d) 0-100 people, Saturday and Sunday.....	\$2,300.00
	(e) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.	
	<i>*Add \$1.00 for each person over Event maximum</i>	
	<u>Does not include use of the Heron Dome or the Amphitheater.</u>	
	4. Single Space Rental (Minimum 3 Hours & Maximum 5 Hours)	
OLD FEE \$50	(a) Hourly Rate .....	\$60.00
OLD FEE \$25	(b) Use of kitchen (microwave & refrigerator ONLY), per event ....	\$30.00
	5. Heron Dome Rental Fees – Appropriate Mansion rental may apply	
OLD FEE \$175	(a) Monday – Thursday .....	\$200.00
OLD FEE \$250	(b) Friday and Sunday .....	\$275.00
OLD FEE \$275	(c) Saturday .....	\$300.00
	(d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.	
	6. Mansion Tour Fees	
OLD FEE \$25 + \$4	(a) Group tours, Monday – Friday, 8 AM – 4 PM .	\$.30.00 + \$5.00/person
OLD FEE \$5	(b) Individual tours .....	\$6.00/person
	7. Rehearsal Fees (all facilities and grounds)	
OLD FEE NO CHARGE	(a) Monday – Thursday, 8 AM – 4 PM .....	\$50.00/hour
OLD FEE \$75	(b) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) .....	\$85.00/hour
	8. Barn Rental (April – October Only)	
OLD FEE \$400	(a) 0-100 people, Monday – Thursday .....	\$450.00
OLD FEE \$500	(b) 0-100 people, Friday and Sunday .....	\$550.00
OLD FEE \$600	(c) 0-100 people, Saturday .....	\$650.00
	(d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.	
	<i>*Add \$1.00 for each person over Event maximum.</i>	
	9. Barn Gazebo Rental	
OLD FEE \$200	(a) Monday – Thursday .....	\$225.00
OLD FEE \$375	(b) Friday and Sunday .....	\$400.00
OLD FEE \$360	(c) Saturday .....	\$425.00
	(d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.	
	<u>Does not include use of Barn.</u>	
	10. Picnic Pavilion Rental (April – October Only)	
OLD FEE \$375	(a) 0-100 people, Monday – Thursday .....	\$425.00
OLD FEE \$425	(b) 0-100 people, Friday and Sunday .....	\$475.00
OLD FEE \$500	(c) 0-100 people, Saturday .....	\$550.00
	(d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.	
	<i>*Add \$1.00 for each person over Event maximum.</i>	
	11. Amphitheater Rental – Appropriate Mansion rental may apply.	
OLD FEE \$225	(a) Monday-Thursday .....	\$250.00
OLD FEE \$350	(b) Friday and Sunday .....	\$275.00
OLD FEE \$400	(c) Saturday .....	\$450.00
	(d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.	
	<u>Does not include use of Mansion, Mansion gardens or Heron Dome.</u>	
	12. Facility Charges for Events lasting more than the designated time block (All facilities & grounds) .....	\$85.00/hour
OLD FEE \$75	13. Photography Fees	
	(a) Mansion Renters (use of house, gardens, grounds)	
	Monday – Thursday, 8 AM – 4 PM (2-hour maximum) .....	No Charge



OLD FEE \$50	(b) Mansion Renters (use of house, gardens, grounds) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) .....	\$60.00/hour
OLD FEE \$75	(c) Non-Renters (use of house, gardens, grounds) Monday – Thursday, 8 AM – 4 PM (2-hour minimum) .....	\$85.00/hour
OLD FEE \$50	(d) Non-Renters (OUTDOORS ONLY/garden, grounds) Monday – Thursday, 8 AM – 4 PM (2-hour minimum) .....	\$60.00/hour
OLD FEE \$2	14. Equipment Fees	
OLD FEE \$3.50	(a) Folding Chairs, each .....	\$2.50
OLD FEE \$7	(b) Chivari Chairs, each .....	\$4.00
OLD FEE \$50	(c) Tables, each .....	\$8.00
	(d) Piano and Disklavier, per Event .....	\$55.00
LANGUAGE AMENDED	15. Promotional Fees	
	(a) Eighteen free bookings, per year (to be used at the discretion of <del>the</del> <b>Curator Management</b> )	
	16. Friends of Allandale	
	(a) Patron – 10% discount on one (1) party per year	
	(b) Benefactor – 15% discount on one (1) party per year	
	(c) Brooks Fellow – 25% discount on one (1) party per year	
OLD FEE \$25	17. Vendors Display Fee (flyers, calling cards, etc.).....	\$30.00/Year
H.	Dog Park	
	1. Registration	
	(a) City resident, first dog (annual fee) .....	\$25.00
	(b) City resident, per additional dog (annual fee) .....	\$15.00
	(c) Non-resident, first dog (annual fee).....	\$30.00
	(d) Non-resident, per additional dog (annual fee) .....	\$20.00
FEES REMOVED	<del>(e) Spring registration (January–June only)</del>	
	<del>(1) City resident, First dog.....</del>	<del>\$12.00</del>
	<del>(2) Non-resident, First dog.....</del>	<del>\$15.00</del>
	<del>(3) City resident, per additional dog .....</del>	<del>\$6.00</del>
	<del>(4) Non-resident, per additional dog .....</del>	<del>\$10.00</del>
LANGUAGE AMENDED	2. Key Cards, <b>App Access</b> and Tags	
	(a) Key card <del>replacement</del> and additional app access, per card/app..	\$15.00
	(b) Dog Park tag replacement, per tag .....	\$5.00
	3. Application Processing fee .....	\$1.00
I.	Bays Mountain Park	
	1. Entrance/Parking	
	(a) <b>City resident, per car</b> (fits in standard parking spot) .....	\$7.00
	(b) <b>Non-City resident, per car (fits in standard parking spot).....</b>	<b>\$10.00</b>
	(c) Per bus (does not fit in standard parking spot) .....	\$15.00
	(d) Per car (Military parking with valid ID).....	FREE
	2. Natural History and Planetarium programs	
	(a) Individual rates	
OLD FEE \$6	(1) Planetarium* .....	\$5.00 to \$7.00
FEE DELETED	(15 or more, group rate) <del>per person</del> .....	<del>\$4.00</del>
OLD FEE \$6	(2) Nature program* .....	\$2.00 to \$10.00
FEE DELETED	(15 or more, group rate) <del>per person</del> .....	<del>\$2.00</del>
	(3) Barge ride* .....	\$4.00 to \$6.00
	(4) Extended Nature Program (2 hours) .....	\$6.00
	(5) Day Camp.....	\$75 Weekly & Family Membership Pass
	(6) Additional Day Camp Child.....	\$65 Weekly
	(7) Special Nature Programs* .....	\$10.00-\$40.00
	*Dependent upon program may not provide member discount	
	(b) Schools – scheduled during normal school hours	
	Out of county students – per student/per program .....	\$4.00

OLD MAXIMUM 45

NEW FEE

NEW FEE

- (Sullivan, Hawkins Counties and Kingsport, Bristol students).\$2.00
- (c) Special programs
- (1) Planetarium (other than regularly scheduled times).....\$350.00
- (2) Barge rides (other than regularly scheduled times)  
(maximum of 40 people).....\$250.00
- (3) Association life members get one free barge ride during  
June, July and August after 6:00 p.m. *Must be pre-scheduled.*
- (4) Animal Encounters.....\$10.00 to \$250.00
- (5) Instructional Classes.....\$20.00 to \$150.00
3. Other Programming
- (a) Canoe/Kayak Tour Programs.....\$10.00 per  
person  
Canoe/Kayak Tour Programs (Park  
Members).....\$5.00
4. Facilities rental
- NOTE: 50% of rental fee due at time of reservation. Deposit will count  
towards total fee. Deposit is not refundable if canceled less than a week prior to  
reservation date.
- \* At the discretion of Management, a renter can be charged a cleaning  
fee that is equal to one hour use of the space if the renter does not leave  
the space in the same condition as it was upon arrival.
- (a) Building/Rooms (per hour-2 hour minimum)
- (1) Classroom (maximum of 80 people) .....\$35.00
- (2) Farmstead (maximum of 100  
people).....\$100.00
- 3) Nature Center (maximum of 150 people).....\$200.00
- (4) Pavilion at LilyPad Cove – flat rate, four hour block (maximum  
of 60-80 people, depending on set-up.) *Renter responsible for  
set-up prior to Event and takedown afterwards.*
- (i) Monday-Thursday.....\$150.00
- (ii) Friday thru Sunday.....\$250.00
- (iii) Additional rental time if needed, per hour.....\$75.00
- (iv) Folding chairs, each.....\$2.00
- (v) Tables, each.....\$7.00
- Includes use of up to 80 chairs, tables, & parking for guests.*
- (5) Cabin/meeting room (maximum of 25 people) .....\$50.00
- (b) Other Facilities Rental
- (1) Overnight camping, per group/per night (max 15 people)..\$50.00
5. Park grounds
- (a) Before hours (2-hour minimum) .....\$150.00
- (b) After hours (2-hour minimum) .....\$150.00
6. Tour Groups
- (a) Other Tours – includes entrance fee/choose two activities from: Barge Ride,  
Planetarium Show, Wolf Howling, Nature Program (per person).....  
\$10.00
7. Annual Memberships
- (a) Individual Membership.....\$40.00
- (b) Family Membership.....\$65.00
- (c) Supporting Membership.....\$125.00
- (d) Lifetime Membership.....\$1,200.00
8. Planetarium Show Leases.....\$100-\$25,000
9. Commercial Photography Permit.....\$25.00

NEW FEE

NEW FEE

LANGUAGE REMOVED

OLD FEE \$35

OLD FEE \$60

NEW FEE



M. Kingsport Carousel

- LANGUAGE AMENDED
1. Tokens for Rides.....\$1.00
  2. Special Events, non-public hours, per hour, minimum of 2 hours.....\$100.00
  3. ~~Birthday Parties~~ Special Events (2 hour duration) during public hours, w/unlimited rides.....\$100.00
  4. Rental of Carousel Studio, per hour (3 hour minimum).....\$30.00
  5. Pavilion & Carousel combo rental (also in Section L.1.d).....\$750.00  
*Rental of pavilion and carousel must happen at the same time.*  
(Includes Pavilion 8 hour rental from Option L.1.(b) listed in the previous section and Option 2 listed above).
  6. One Year Membership.....\$125.00  
\*At the discretion of Carousel Management, a renter can be charged a cleaning fee that is equal to one hour's use of the space if the renter does not leave the space in the same condition as it was upon arrival.  
\*The City Manager or designee has the authority to adjust any of the above listed fees for special promotions/Events.

## Chapter 86 - Solid Waste

### A. Removal of Garbage, Trash and Recycling

1. Inside City Residential waste collection from 96-gallon carts, per month
  - (a) First Cart .....\$8.00
  - (b) Each additional cart, per month.....\$8.00

*Note: Additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on the first cart who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.*
2. Inside City Multi-family Residential and Mobile Home Park Developments waste collected from 96-gallon carts, per cart, per month .....\$12.00  
*Note: Additional carts refer to above fee*
3. Outside City/County residential waste collection from 96-gallon carts, per month
  - (a) One Cart .....\$23.00
  - (b) Each additional cart, per month.....\$10.00
4. Business and Professional Complex collected
  - (a) From 96-gallon carts, per month, per business, per cart .....\$23.00
  - (b) From dumpster boxes
    - (1) KHRA & Kingsport City Schools dumpster pickup .. \$25.00\*
    - (2) Commercial & Industrial dumpster pickup ..... \$25.00\*

*\*NOTE: The fees in this subsection are \$20 until September 1, 2025.*
5. Wildlife Resistant Cart .....\$20.00  
*Note: This includes cart fee.*
6. Construction waste material, per ton .....\$105.00  
*Note: This fee will be assessed to the property owner for any construction waste placed on the right-of-way.*
7. Mixed pile at curb, items outside scope of service, move out/clean out, excessive material fee .....\$100.00
8. Appliance, per pickup ..... Free
9. Carpet, per pickup .....\$25.00
10. Discarded furniture, per pickup ..... Free
11. Backdoor Garbage pickup annual fee  
 (to be billed monthly July 1 through June 30).....\$336.00  
 The annual backdoor garbage fee may be waived or reduced for elderly or disabled individuals who meet the annual household income limit requirements and age or disability qualifications, as set forth annually by the State of Tennessee Division of Property Assessments for the State of Tennessee's Property Tax Relief Program. Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

#### Annual Household Income

#### Annual Fee

50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income Limit	20% of Fee
Over 62.50% to 75.00% of Income Limit	40% of Fee
Over 75.00% to 87.50% of Income Limit	60% of Fee
Over 87.50% to 100.00% of Income Limit	80% of Fee
Over 100.00 % of Income Limit	100% of Fee

### 12. Roll Off Containers

OLD FEE \$350  
OLD FEE \$60  
OLD FEE \$350/two

- (a) Rental fee, per service ..... \$480.00
- (b) Additional tip fee, per ton..... \$65.00

Note: Customer will be required to pay \$480.00 up front and before delivery of dumpster. The \$480.00 covers the tipping fee for three tons, rental fee and pull fee for one service. One service is defined as customer calling to request roll off be emptied or 30 day rental threshold has been met, whichever comes first. If additional rentals are needed the customer will need to pay another rental fee. Customer will be billed for additional tonnage over three tons.

B. Demolition Landfill Fee and Charges

OLD LANGUAGE

1. ~~A tipping fee shall be charged to all users of the Demolition Landfill. City residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost twelve times per year (July 1 through June 30). This applies to City residents performing work at their primary residence.~~

NEW LANGUAGE

City residents will be allowed up to 12,000 lbs. per year (July 1 through June 30) to dump at the landfill with no tipping fee. The amount dumped will be tracked using the current city address. If an address exceeds 12,000 lbs., tipping fees will apply for additional tonnage.

OLD FEE \$60

2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs.....\$30.00
3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or more (calculated on a per ton basis at a rate of per ton). \$65.00
4. Tires: (a) 6 or less, each .....\$3.00  
(b) More than 6, per ton (cut or whole) .....\$225.00

C. Annual application and permit fee (Contract collectors and haulers of solid waste).....\$750.00  
*The annual fee must be submitted with the application. The fee is nonrefundable.*

Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30<sup>th</sup> day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application.

## Chapter 102 – Utilities

All rates and fees set out in Chapter 102 shall be effective for billing on or after July 1, 2025.

### Water Usage Rates and Fees

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

B. Water Usage Rates

1. Base charge per month, by meter size

	<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
OLD FEES \$9.64/\$19.15	5/8 inch	\$10.72	\$21.45
OLD FEES \$17.15/\$36.49	1 inch	\$19.08	\$38.16
OLD FEES \$32.18/\$67.17	1 ½ inch	\$35.80	\$71.60
OLD FEES \$54.73/\$113.18	2 inch	\$60.89	\$121.77
OLD FEES \$142.49/\$300.10	3 inch	\$158.52	\$317.04
OLD FEES \$302.61/\$655.24	4 inch	\$336.65	\$673.31
OLD FEES \$633.63/\$1,370.79	6 inch	\$704.91	\$1,409.83
OLD FEES \$875.66/\$1,887.15	8 inch	\$974.17	\$1,948.34
OLD FEES \$1,471.53/\$3,158.30	10 inch	\$1,637.08	\$3,274.15
OLD FEES \$2,555.61/\$5,471.00	12 inch	\$2,843.12	\$5,686.23

2. Usage Rate Schedule (Rate Per Thousand Gallons)

	<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
WAS 500	0–70,000 gallons	\$2.87	\$5.75
OLD FEES \$2.30/\$4.59	Over 70,000 gallons	\$2.53	\$5.05

3. Wholesale Customer Rate – will be 40% increase over Inside City Base Charge (B.1) and Usage Rate Schedule (B.2) shown above.

4. Emergency Connections to Other Utilities – will be charged Outside City Usage Rates (B.2) only, no Base Charge.

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

	<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
NEW FEE	4 inch and below	\$30.00	\$50.00
STRUCTURE	6 inch	\$50.00	\$75.00
	8 inch	\$50.00	\$75.00
	10 inch	\$75.00	\$100.00
	12 inch	\$100.00	\$150.00

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

	<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
	5/8 inch	\$1,200	\$900
	1 inch	\$1,300	\$1,100
	1 ½ inch	\$2,200	\$2,000
	2 inch	\$2,900	\$2,700
	3 inch	\$5,000	\$4,500
	4 inch	\$5,700	\$5,200
	6 inch	\$8,200	\$7,500

All taps larger than 6 inch will be estimated prior to construction, fee to include all costs of labor, equipment, and materials plus 10%

NEW FEE E. Water Connection Service Fee ~~and Deposits~~ (set up/start account).....\$50.00

1. ~~Inside City~~.....\$30.00

2. ~~Outside City~~.....\$40.00

3. ~~Deposit For All New and Certain Former Residential Customers~~.....\$50.00

STRUCTURE F. Temporary Connection of 2 inch Meter to Fire Hydrant.....\$200.00

1. ~~Inside City~~.....\$200.00

2. ~~Outside City~~.....\$250.00

G. Disconnection or Reconnection of Service

LANGUAGE ADDED 1. Reconnection / Non-Payment / Lockup / Meter Removal Fee

OLD FEE \$30	(a) Kingsport Water Customers (Before 5 PM on Work Days) .....	\$50.00
OLD FEE \$50	(b) Kingsport Water Customers (After 5 PM, Weekends, Holidays) ..	\$75.00
	(c) Bloomingdale Utility District (BUD) Water Customers.....	BUD Current Rate
FEE MOVED to G1	2. <del>Meter Removal or Locking Fee</del> .....	<del>\$50.00</del>
	2. Obstruction Removal Fee .....	\$100.00
OLD FEE \$100	3. Tampering Fee (meters or other utility property).....	\$250.00
H.	Service Call Charges	
NEW FEE		<u>Inside City</u> <u>Outside City</u>
STRUCTURE	1. Raise/Lower Water Meter at Request of User	<del>\$100.00</del> ..... \$150.00
	2. Leak Detection/Line Locating on Private Property (per hour)	<del>\$60.00</del> ..... \$75.00
	3. Backflow Prevention Devices Testing Fee	
	(a) Initial Test .....	Free
	(b) Annual Test.....	Free
	(c) Retesting Fee, Per Test (If Device Fails on Initial or Annual Test) .....	\$75.00
	4. Service Fee	
	(a) Initial Call .....	Free
	(b) Recurring Service Calls, each .....	\$50.00
I.	Fire Hydrants	
	1. Fire Hydrant Installation or Relocation Fee.....	\$5,500.00
	2. Fire Hydrant Flow Test Fee.....	\$100.00
J.	Water Line Extension	
	1. Cost Estimate Fee.....	\$100.00
	2. Extension Cost will be estimated at contractor installation prices and will be limited to availability of lowest bid contractor.	

#### Sewer Usage Rates and Fees

K.	Sewer Usage Rates		
	1. Base charge per month		
OLD FEE \$11.80	(a) Inside City .....		\$10.03
OLD FEE \$17.74	(b) Outside City .....		\$15.08
	2. Class I Usage Rates (Rate Per Thousand Gallons)		
LANGUAGE REMOVED	Volume Used	Inside City	Outside City
OLD FEES \$10.77/\$16.15	All Usage <del>over 500 gallons</del>	\$11.02	\$16.52
	3. Class II Surcharge Fees		
	(a) BOD per lb .....		\$0.204
	(b) TSS per lb .....		\$0.102
	4. Residential or commercial water customers located within the corporate limits of the City of Kingsport where sanitary sewers are not available and are identified by the Utilities Director as receiving septic tank pumping and waste hauling services provided by the City shall be subject to sewer user rates for Class I customers as set out above. Tap fee applicable to property served shall be paid before such service begins.		
	5. Sewer Usage Cap for All Residential Customers		
	(a) An average base figure on water consumption will be established for individual residential customers. This figure will be calculated by using the consumption by each metered customer during the five-month billing periods of December to April, winter months when water usage is reasonably stable, and when most water enters the City sewer system.		
	(b) Since sewer fees are based on per-thousand-gallon usage, the average that was calculated from the winter period will be rounded-up to the next thousand-gallon level.		
	(c) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.		

(d) Once established, the final average will be used as the annual individual sewer cap for the following year. A new cap will be established during each winter period and the procedure will be repeated.

(e) Any new residential customer will be assigned a cap of 8,000 until an average individual cap can be established.

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

1. Residences, single-family, cluster homes, condominiums, townhouses, duplexes, row houses etc. per living unit (existing structures & new construction)

NEW FEE STRUCTURE (a) ~~Inside City~~ First Unit ..... \$2,500.00  
FEE DELETED (b) ~~Outside City~~ ..... \$2,800.00

(b) Additional Units on Same Tap ..... \$200.00

2. Multi-family complexes, hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks, etc. (existing structures and new construction)

NEW FEE STRUCTURE (a) First Unit / Room ..... \$2,500.00

FEE DELETED (1) ~~Inside City~~ ..... \$2,500.00

FEE DELETED (2) ~~Outside City~~ ..... \$3,500.00

NEW FEE STRUCTURE (b) Additional Units on Same Tap ..... \$200.00

FEE DELETED (1) ~~Inside City~~ ..... \$200.00

FEE DELETED (2) ~~Outside City~~ ..... \$300.00

3. Car wash (existing structures and new construction)

NEW FEE STRUCTURE (a) First Bay ..... \$2,500.00

FEE DELETED (1) ~~Inside City~~ ..... \$2,500.00

FEE DELETED (2) ~~Outside City~~ ..... \$3,500.00

NEW FEE STRUCTURE (b) Each Additional Bay ..... \$500.00

FEE DELETED (1) ~~Inside City~~ ..... \$500.00

FEE DELETED (2) ~~Outside City~~ ..... \$750.00

4. Large and small commercial users, factories, and shopping centers (existing structures and new construction)

NEW FEE STRUCTURE (a) First 10,000 square feet (or additional lateral) ..... \$2,500.00

FEE DELETED (1) ~~Inside City~~ ..... \$2,500.00

FEE DELETED (2) ~~Outside City~~ ..... \$3,500.00

NEW FEE STRUCTURE (b) Each additional 10,000 square feet ..... \$300.00

FEE DELETED (1) ~~Inside City~~ ..... \$300.00

FEE DELETED (2) ~~Outside City~~ ..... \$450.00

5. Low Pressure Tap Fees (Residential Lift Station)

NEW FEE STRUCTURE (a) New Structures City ..... \$6,000.00

FEE DELETED (1) ~~Inside City~~ ..... \$5,500.00

FEE DELETED (2) ~~Outside City~~ ..... \$6,500.00

(b) Existing Structures

(1) Inside City ..... \$2,500.00

(2) Outside City ..... \$6,500.00

M. Financing of Sewer Tapping Fees

1. Interest rate, per annum ..... 9.5%

Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.

2. Tap Fees may be financed over a ten (10) year period and shall be payable in equal monthly installments including interest charged at a rate established by this resolution. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note secured by a deed of trust in the amount of the tap fee payable to the City of Kingsport. The promissory note and the



deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney.

3. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.
4. Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note in the amount of the tap fee due payable to the City of Kingsport. The property owner(s) shall also be required to execute a Deed of Trust securing the note. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. The property owner(s) shall be further required to pay to the City a recording fee as set out herein at the time the Deed of Trust is executed.

Owners of the following classes of property:

- (a) Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)
- (b) Existing additional units may finance the tap fee due and payable to the City over a ten (10) year period in equal monthly installments including interest charged at a rate established by this resolution upon the execution of a promissory note and a deed of trust securing the note.

In the Event an outside property owner financing a tap fee is annexed he/she shall be given a pro rata credit to their outstanding principal balance in the month following the effective date of annexation equal to the difference between an outside tap fee and an inside tap fee in effect at the time the promissory note was initially entered into. The pro rata amount to be credited against the property owner's account will be determined by allocating the difference between an outside tap fee and an inside tap fee on a monthly basis over the term of the promissory note and applying the monthly amount to the number of installments remaining to be billed over the term of the promissory note as of the effective date of the annexation. The amount calculated by applying the monthly amount to the number of unbilled installments as the effective date of annexation will be applied as a credit against the property owner's outstanding principal balance.

5. Financing shall not be available to owners of the following class of property:
  - (a) New residences located in subdivisions in which sewer mains and laterals have been installed by developers
6. Also, financing shall not be available in cases where the development is for speculative purposes. In determining if construction is for speculative purposes, any sewer tap permit issued in the name of a licensed contractor, plumber, developer, or broker shall be considered for speculative purposes and payment of the tap fee in full shall be required. In cases where a contractor constructs a residence for personal occupancy and desires to finance the tap fee, the contractor/owner will be eligible to finance when he or she provides the City Recorder with (1) certification that the residence has been constructed for personal occupancy of the owner/ contractor, and (2) executes a standard City of Kingsport promissory note and deed of trust securing the note for sewer tap fees payable to the City of Kingsport. The "Certification of Construction for Personal Occupancy" shall be a standard form prescribed by the City Recorder and approved by the City Attorney.

N. Categories of Uses

1. Single Family Residence: A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.
2. Row Houses: Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.
3. Additional Existing Units: Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.
4. Subdivisions and/or Planned Residential Development: Developments approved by the Kingsport Planning Commission where the developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.
5. Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are rented, but each dwelling unit may be under individual ownership.
6. Multi-family Complex: Usually consists of one building with direct access from the building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.
7. Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.
8. Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.
9. Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 102-408 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.

O. Wastewater Discharge Permit Fees

1. Non-domestic permit application
  - (a) Original Application ..... \$50.00
  - (b) Renewal Application ..... \$25.00

NOTE: Fee is non-refundable. Applicants who file an application with incomplete or missing information have thirty (30) days to correct and resubmit the application. Those applicants not resubmitting within 30 days will be required to start the application process over, including payment of another fee.

- LANGUAGE DELETED
2. Non-domestic permits (annual fee) ~~(a) Inside City~~ ..... \$200.00
- NOTE: Permits are issued for annual periods not to exceed a 5-year time limit. Fees are based on an annual rate.

3. Permit Transfer Fee ..... \$100.00

P. Wastewater Appeals Board Fee ..... \$250.00

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

1. Private Lateral Backup Response ..... \$250.00
2. Lateral Location Fee ..... \$150.00

NEW FEE STRUCTURE  
FEE DELETED ~~(a) Inside City~~ ..... \$150.00



<del>FEE DELETED</del>	<del>(b) Outside City</del>	<del>\$200.00</del>
NEW FEE STRUCTURE	3. Dye/Smoke Test, Odor Investigation, Pretreatment Inspection City.....	\$100.00
<del>FEE DELETED</del>	<del>(a) Inside City</del>	<del>\$100.00</del>
<del>FEE DELETED</del>	<del>(b) Outside City</del>	<del>\$125.00</del>
	4. Wastewater Sample Fees .....	\$50.00
	Includes 5-Day BOD, Total Coliform / E-Coli, Temperature Total Suspended Solids, Dissolved Oxygen, Ammonia, pH	
	5. Manhole Adjustment Fee.....	at cost, based on estimate
R.	Waste Hauler Permit Fee (annual) .....	\$50.00
S.	Clean Hauled Waste Disposal	
	1. Domestic (per load up to 2,000 gallons) .....	\$100.00
NEW FEE STRUCTURE	2. Non-domestic (per 1,000 gallons) City .....	\$150.00
<del>FEE DELETED</del>	<del>(a) Inside City</del>	<del>\$150.00</del>
<del>FEE DELETED</del>	<del>(b) Outside City</del>	<del>\$250.00</del>
T.	UST Discharge Permit Fee (per tank) .....	\$100.00
U.	Groundwater Discharge Permit Fee (annual fee, per location) .....	\$250.00

### **Stormwater Rates and Fees**

V.	Stormwater Rates		
		<u>% SFU</u>	<u>Monthly User Rate</u>
	<u>Single Family Residential Property</u>		
	Tier (based on impervious surface)		
OLD FEE \$2.45	1 – 0 to 1,912 sq ft.....	70	\$2.80
OLD FEE \$3.50	2 – 1,913 to 6,269 sq ft.....	100	\$4.00
OLD FEE \$4.90	3 – 6,270 sq ft and above .....	140	\$5.60
	<u>Non Single Family Residential</u>		
	Duplexes, Townhomes, Apartments, Condominiums, Mobile Homes, etc.		
OLD FEE \$2.10	Per Each Dwelling Unit.....	60	\$2.40
	<u>Other Developed Property</u>		
OLD FEE \$3.50	Commercial, Industrial, Institutional, Churches, Recreational, Parking Lots, etc.		
	.....Varies .....		\$4.00 per SFU
	.....		Minimum Fee \$4.00
W.	Rate Details		
	1. The terms used in this subsection shall have the same meaning ascribed to such terms in Ordinance No. 6146, establishing the stormwater utility		
	2. The single-family unit (SFU) is hereby established as 3,794 square feet of impervious surface area. The base rate for stormwater user fees is \$3.50 per month per SFU		
	3. For the other developed property classification in the chart above, the number of SFU is determined by dividing the total square footage of impervious surface area of the property by the SFU, rounded to the nearest tenth. The minimum value shall not be less than one SFU.		

### **Payment Processing Posting Priority**

- X. Payments for services billed on City utility statements will be processed, posted, and applied to the accounts receivable in the following order of priority:

<u>Payment Priority</u>	<u>Accounts Receivable Description</u>
10.....	Bankruptcy
11.....	Balance Forward
12.....	Payment Correction Transfer Balance
13.....	Returned Check Fee
14.....	Service Charges
15.....	Returned Check Transfer Balance

16.....	Declined Credit Card IVR Fee
17.....	Non-Payment Fee
18.....	Final Bill
19.....	Installation Fees
20.....	Water Tap Fees
21.....	Line Extension Estimate
22.....	Utility Deposit
23.....	Finance Department Adjustment
30.....	Stormwater Penalty
31.....	Stormwater Fees
40.....	Residential Garbage – Back Door
41.....	Residential Garbage – Curbside
42.....	Multi-Family/Business/Professional Complex Garbage
60.....	Miscellaneous Charge
61.....	Deposit Interest
62.....	Census Survey
78.....	Sewer Penalties
79.....	Sewer Sales
87.....	State Sales Tax
88.....	Water Penalties
89.....	Water Sales

~~SECTION DELETED-Y. Bulk sale of Residential Water and Sewer Taps~~

- ~~1. 19 Taps, Purchased as a Bundle~~
  - ~~(a) Inside City.....25% Discount~~
  - ~~(b) Outside City.....20% Discount~~
- ~~2. 20 or More Taps, Purchased as a Bundle~~
  - ~~(a) Inside City.....50% Discount~~
  - ~~(b) Outside City.....40% Discount~~

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

## Chapter 110 - Vehicles for Hire

### A. Charter Bus Fees

1. Per hour (subject to a three (3) hour minimum charge).....\$40.00
2. Private Charter of 24-passenger Mini-Bus (first 2 hours) .....\$150.00
  - (a) (per hour thereafter).....\$100.00
3. Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus
  - (a) (First two hours) \$125.00
  - (b) (per hour thereafter) \$80.00

[NOTE: Fees are for actual time beginning when vehicle leaves City Garage until return to City Garage.]

### B. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)

1. Side Panel (each).....\$7,000.00
2. Back Panel.....\$4,000.00
3. Both Sides and Back Panel.....\$15,000.00

### C. KATS Fixed-Route Service Fares

1. Regular fare .....\$1.00
2. 65 and over .....\$0.50
3. Handicapped .....\$0.50
4. Monthly Pass.....\$20.00
5. City Employees/Students with valid ID/Children under age 18.....Free
6. Military Veterans with Valid ID.....\$0.50
7. Route Deviation.....\$1.00
8. Multi-Ride Ticket Book (24 one-way trips) .....\$20.00
9. Multi-Ride Ticket Book Reduced Fare (24 one-way trips) .....\$12.00
10. Weekly Pass .....\$5.00
11. Daily Pass .....\$2.00

### LANGUAGE D. KATS ADA/Paratransit Fares (Individuals must be certified to use service, ~~staff will determine contiguous areas newly annexed throughout the year that are adopted by designated ADA Zone map, which is on file in the KATS administration office.~~)

- ~~1. Zone 1, ADA/Paratransit trips within Blue Zone (one-way trip).....\$2.00~~
- ~~2. Zone 2, ADA/Paratransit trips within Green Zone (one-way trip)....\$4.00~~
- ~~3. Zone 3, ADA/Paratransit trips within Yellow Zone (one-way trip)....\$5.00~~

### AND FEES E. KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)

- ~~1. Dial-A-Ride 65, Trips within ADA Zone 1 (one-way trip) .....\$3.00~~
- ~~2. Dial-A-Ride 65, Trips within ADA Zone 2 (one-way trip) .....\$4.00~~
- ~~3. Dial-A-Ride 65, Trips within ADA Zone 3 (one-way trip) .....\$5.00~~

### DELETED F. KATS Dial-A-Ride Job Assist (service to individuals traveling to/from work when ADA capacity allows)

- ~~1. Dial-A-Ride Job Assist, Trips within ADA Zone 1 (one-way trip) .....\$3.00~~
- ~~2. Dial-A-Ride Job Assist, Trips within ADA Zone 2 (one-way trip) .....\$4.00~~
- ~~3. Dial-A-Ride Job Assist, Trips within ADA Zone 3 (one-way trip) .....\$5.00~~

### G. KATS Connect (share ride on-demand transportation throughout the City of Kingsport when ADA capacity allows)

- ~~1. Dial-A-Ride, Trips within ADA Zone 1 (one-way trip) .....\$3.00~~
- ~~2. Dial-A-Ride, Trips within ADA Zone 2 (one-way trip) .....\$4.00~~
- ~~3. Dial-A-Ride, Trips within ADA Zone 3 (one-way trip) .....\$5.00~~

### ~~H. KATS Dial-A-Ride On-Demand (shared ride service to individuals traveling inside defined zones)~~

- ~~1. Dial-A-Ride On-Demand Zone (one-way trip).....\$2.00~~

### H. Dial-A-Ride Multi-Ride Ticket Book (24 tickets worth \$1.00 each).....\$24.00

### I. No Show Fee (does not apply to ADA trips). A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-shows or late cancellations are not counted when there are situations beyond the rider's control that prevents the rider from notifying KATS that the trip cannot be taken. Customers who miss

three or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.

- J. Program/Discount Card Replacement.....\$1.00
- \*The City Manager or designee has the authority to adjust any of the above fees for special promotions or Events.

DRAFT

## Chapter 114 - Zoning

A. Planning and Zoning Fees	
	1. Rezoning application fees:
OLD FEE \$200	(a) Any downsizing (from higher to lower density)..... \$250.00
OLD FEE \$400	(b) Any rezoning less than 20 acres.....\$450.00
OLD FEE \$450	(c) Any rezoning over 20 acres..... \$500.00
	2. Board of Zoning Appeals
	(a) Application for Special Exception .....\$100.00
	(b) Application for Variance .....\$100.00
	(c) Application for Administrative Review.....\$100.00
OLD FEE \$120	(d) Called meeting.....\$130.00
	3. Historic Zoning Commission
OLD FEE \$50	(a) Case filed for hearing at HZC Meeting (except for construction or
LANGUAGE ADDED	demolition of a principal structure) .....\$75.00
NEW FEE	(b) Case filed for hearing at HZC Meeting (for construction of demolition of
	a principal structure).....\$150.00
OLD FEE NO CHARGE	(c) Case filed for In-House Approval with HZC.....\$15.00
OLD FEE \$50	4. Each case filed with the Gateway Review Committee.....\$75.00
FEE DELETED	<del>5. Planned Developments (including condominiums).....\$20.00 per unit</del>
LANGUAGE CHANGED	5. Zoning Development Plan (if required) <del>Site Plan (ZDP-PD-M1-R-MX):</del>
OLD FEE \$100	(a) Preliminary .....\$150.00
OLD FEE \$100	(b) Full set of Construction Plans.....\$200.00
	(c) Final..... \$50.00
	6. Communications tower
OLD FEE \$1500	(a) New tower .....\$425.00
OLD FEE \$350	(b) Co-located antennas.....\$125.00
B. Subdivision fees	
	1. Preliminary Plat.....\$200.00
OLD FEE \$200	2. Construction Plans.....\$300.00
OLD FEE \$25/LANGUAGE ADDED	3. Final Plat (including minor subdivisions & Planned Developments) \$30.00 per lot
	4. Bond Recording Fee (per page).....\$4.00
OLD FEE \$75	C. Right-of-Way Vacating application fee .....\$100.00
LANG.DELETED	D. Off-Premise Signs, Per Face (annual).....\$100.00
	E. Zoning Verification Letter.....\$25.00
	F. Technology.....\$7.00
OLD FEE \$120	G. Publication for Called Meeting of the Kingsport Regional Planning Commission...\$130.00
	H. Mural Application.....\$50.00
NEW FEE	I. Surplus Property Application.....\$50.00
	J. Geographic Information Services (GIS) Fees:
	1. Map Products
OLD FEE \$23	(a) Staff time, per hour .....\$36.00
OLD FEE \$30	(b) Hard copy maps, standard sizes 48" x 36" (includes Kingsport
	Street Index Map & all Map Books).....\$57.00
FEE DELETED	<del>(1) 48" x 36" (includes Kingsport Street Index Map &amp; all Map Books) . \$30.00</del>
	<del>(2) 36" x 24".....\$25.00</del>
	<del>(3) 8.5" x 11".....\$10.00</del>
OLD FEE \$0.63	(c) Hard copy maps, custom sizes (per inch, by longest side).....\$1.19
FEE DELETED	<del>(d) Tax maps, 911 maps, and subdivision plats (per copy) .....\$5.00</del>
FEE DELETED	<del>2. Standard GIS Reports (street dictionary, etc., per page).....\$0.10</del>
	2. Geographic Data for commercial users .....5%
	(Specifically 5% of the development cost attributable to each data category,
	or data category subset, that a commercial user applies for.)

[Note: The above costs will apply to GIS/Engineering data/maps distributed by other Departments or Divisions.]

### Chapter 114 - Zoning Fee Schedule Justification Analysis

Current Ordinance Number	New Ordinance Number	Current Fee Description	Proposed Fee Description	Average Staff Time Expended (hrs)	Staff time cost	Average Advertisement or Recording Fee Cost	Average Mileage Expense	Current Fee Charged	Cost to City	Proposed Fee Charge	Fee Increase in Dollars
A.		<b>Planning and Zoning Fees</b>						N/A	N/A	N/A	N/A
A.1		<b>Rezoning application fees</b>						N/A	N/A	N/A	N/A
A.1.a		Any downsizing (from higher to lower density)		3	\$90.00	\$350.00	\$20.00	\$200.00	\$460.00	\$250.00	\$50.00
A.1.b		Any rezoning less than 20 acres		4	\$120.00	\$350.00	\$20.00	\$400.00	\$490.00	\$450.00	\$50.00
A.1.c		Any rezoning over 20 acres		5	\$150.00	\$350.00	\$20.00	\$450.00	\$520.00	\$500.00	\$50.00
A.2		<b>Board of Zoning Appeals</b>						N/A	N/A	N/A	N/A
A.2.a		Application for Special Exception		2	\$60.00	\$75.00		\$100.00	\$135.00	\$100.00	\$0.00
A.2.b		Application for Variance		2	\$60.00	\$75.00		\$100.00	\$135.00	\$100.00	\$0.00
A.2.c		Application for Administrative Review		2	\$60.00	\$75.00		\$100.00	\$135.00	\$100.00	\$0.00
A.2.d		Called meeting		1	\$30.00	\$100.00		\$120.00	\$130.00	\$130.00	\$10.00
A.3		<b>Historic Zoning Commission</b>						N/A	N/A	N/A	N/A
A.3.a		Case filed for hearing at HZC Meeting	Case filed for hearing at HZC Meeting (except for construction or demolition of a principal, structure)	3	\$90.00		\$10.00	\$50.00	\$100.00	\$75.00	\$25.00
	A.3.b		Case filed for hearing at HZC Meeting ( for construction or demolition of a principal, structure)	6	\$180.00		\$20.00		\$200.00	\$150.00	\$150.00
A.3.b	A.3.c	Case filed for In-House Approval with HZC		0.5	\$15.00			No Charge	No Charge	\$15.00	\$15.00
A.4		<b>Each case filed with the Gateway Review Committee</b>		3	\$90.00			\$50.00	\$90.00	\$75.00	\$25.00
A.5		<b>Planned Developments (including condominiums)</b>	<b>Remove this item</b>					\$20.00 per unit	No Charge	No Charge	No Charge
A.6	A.5	<b>Site Plan (ZDP-PD-M1-R-MX):</b>	<b>Zoning Development Plan: (If required)</b>					N/A	N/A	N/A	N/A
A.6.a	A.5.a	Preliminary		5.5	\$165.00			\$100.00	\$165.00	\$150.00	\$50.00
A.6.b	A.5.b	Full set of Construction Plans		6	\$240.00			\$100.00	\$240.00	\$200.00	\$100.00
A.6.c	A.5.c	Final		2	\$60.00			\$50.00	\$60.00	\$50.00	\$0.00
A.7	A.6	<b>Communications tower</b>			\$0.00			N/A	N/A	N/A	N/A
A.7.a	A.6.a	New tower		15	\$450.00			\$1,500.00	\$450.00	\$425.00	-\$1,075.00
A.7.b	A.6.b	Co-located antennas		5	\$150.00			\$350.00	\$150.00	\$125.00	-\$225.00
B.		<b>Subdivision fees</b>			\$0.00			N/A	N/A	N/A	N/A
B.1		Preliminary Plat		6	\$180.00		\$25.00	\$200.00	\$205.00	\$200.00	\$0.00
B.2		Construction Plans		12	\$360.00			\$200.00	\$360.00	\$300.00	\$100.00

B.3		Final Plat (including minor subdivisions)	Final Plat (including minor subdivisions & planned developments)	2	\$60.00	\$20.00	\$25.00	\$25.00 per lot	\$105.00	\$30.00 per lot	\$5.00
B.4		Bond Recording Fee (per page)			\$0.00			\$4.00	\$0.00	\$4.00	\$0.00
C.		Right-of Way Vacating application fee		4	\$120.00			\$75.00	\$120.00	\$100.00	\$25.00
D.		Off-Premise Signs, Per Face (annual)	Off-Premise Signs, Per Face	4	\$120.00			\$100.00	\$120.00	\$100.00	\$0.00
E.		Zoning Verification Letter		1	\$30.00			\$25.00	\$30.00	\$25.00	\$0.00
F.		Technology			\$0.00			\$7.00	\$0.00	\$7.00	\$0.00
G.		Publication for Called Meeting of the Kingsport Regional Planning Commission		1	\$30.00	\$100.00		\$120.00	\$130.00	\$130.00	\$10.00
H.		Mural Application		2	\$60.00			\$50.00	\$60.00	\$50.00	\$0.00
I.		Surplus Property		2	\$60.00				\$60.00	\$50.00	\$50.00
I	J	Geographic Information Services (GIS) Fees:						N/A	N/A	N/A	N/A
I.1	J.1	Map Products						N/A	N/A	N/A	N/A
I.1.a	J.1.a	Staff time, per hour						\$23.00		\$36.00	\$13.00
I.1.b		Hard copy maps, standard sizes	Remove this item.					N/A	N/A	N/A	N/A
I.1.b.1	J.1.b	Hard copy maps, standard sizes: 48" x 36" (includes Kingsport Street Index Map & all Map Books)						\$30.00		\$57.00	\$27.00
I.1.b.2		Hard copy maps, standard sizes: 36" x 24"	Remove this item. Some of these are accounted for as part of staff time. Other products in this category are provided as digital copies and shared online					\$25.00		No Charge	
I.1.b.3		Hard copy maps, standard sizes: 8.5" x 11"	Remove this item. Some of these are accounted for as part of staff time. Other products in this category are provided as digital copies and shared online					\$10.00		No Charge	
I.1.c		Hard copy maps, custom sizes (per inch, by longest side)						\$0.63		\$1.19	\$0.56
I.1.d		Tax maps, 911 maps, and subdivision plats (per copy)	Remove this item. This information is provided online in digital format and is no longer needed.					\$5.00		No Charge	
I.2		Standard GIS Reports (street dictionary, etc, per page)	Remove this item. This info is provided online in digital format and is no longer needed					\$0.10		No Charge	

I.3	J.2	Geographic Data for commercial users						5% (specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)		5% (specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)	
			Total:	99	\$3,030.00	\$1,495.00	\$140.00	\$4,589.73	\$4,650.00	\$3,835.19	-\$544.44

" +45" reflects PD per unit cost plus subdivision final plat per lot charge

" +30" reflects subdivision final plat per lot charge





## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Virginia Department of Transportation on Behalf of the Kingsport MTPO**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-153-2025

Work Session: June 16, 2025

First Reading: N/A

Final Adoption: June 17, 2025

Staff Work By: S. Bowman/L. Christian

Presentation By: Ryan McReynolds

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

This item accepts federal and state planning funds from the Virginia Department of Transportation for planning functions conducted by the Metropolitan Transportation Planning Organization (MTPO).

As administered by State Departments of Transportation, each year the Federal Highway Administration (FHWA) provides Planning funds for MTPOs. Because the Kingsport MTPO includes a small portion of Scott County Virginia, the Virginia Department of Transportation (VDOT) allocates a portion of these funds for work the MTPO staff carries out in this area. For fiscal year 2026, the MTPO's allocation of Federal Planning funds from Virginia is \$22,560.88 Federal (80%), matched by \$2,820.11 from VDOT (10%) and \$2,820.11 from the City of Kingsport (10%), totaling \$28,201.10. Funds are allocated for this project in the FY26 budget.

#### **Attachments:**

Resolution

Letter of Authorization/Agreement

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2026; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

WHEREAS, the Federal Highway Administration provides planning funds for use by the Kingsport Metropolitan Transportation Planning Organization (MTPO), available through the Virginia Department of Transportation (VDOT); and

WHEREAS, the Kingsport MTPO is available to receive these VDOT funds based on services provided in Scott County, Virginia

WHEREAS, the Letter of Authorization for fiscal year 2026 is in the amount of \$22,560.88; and the State of Virginia contributes \$2,820.11 to the Kingsport Area Metropolitan Transportation Planning Organization, which constitutes a total award of \$28,201.10; and

WHEREAS, matching funds in the amount of \$2,820.11 are required, which are accounted for during the annual budget process and will come from the approved FY2026 budget for the MPO.

Now therefore,

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

SECTION I. That Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$28,201.10 and requiring \$2,820.11 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2026, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a That Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$28,201.10 and requiring \$2,820.11 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2026 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, to deliver the letter and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the letter and this resolution, said agreement being as follows:

FY-26 Letter of Authorization  
MPO PL, Federal and/or State Funding for Fiscal Year 2026  
Kingsport Urbanized Area  
CFDA 20.205, Highway Planning and Construction

FY-26 Pass-Through Entity Identifying Number: UPC 0000127430

Dear Ms. Christian:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2022, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2026 (July 1, 2025 to June 30, 2026).

These funds are to be used to finance the activities contained in the approved FY 2026 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2026 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

<b>Fund Type</b>	<b>Federal</b>	<b>State</b>	<b>Total Reimbursable Amount for FY-26</b>	<b>Local Match</b>	<b>Grand Total of Support for FY-26 UPWP Activities</b>
<b>PL</b>	\$22,560.88	\$2,820.11	\$25,380.99	\$2,820.11	\$28,201.10

Also, as required by the agreement, a listing of personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2025, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2026 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2022, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

[Acknowledgements and Attachments Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of June, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.  
Commissioner

1401 East Broad Street  
Richmond, Virginia 23219

(804) 786-2701  
Fax: (804) 786-2940

May 22, 2025

Ms. Lesley Christian, MTPO Coordinator  
Transportation Planning Manager  
City of Kingsport Tennessee  
415 Broad Street  
Kingsport, TN 37660

RE: FY-26 Letter of Authorization  
MPO PL, Federal and/or State Funding for Fiscal Year 2026  
Kingsport Urbanized Area  
CFDA 20.205, Highway Planning and Construction  
FY-26 Pass-Through Entity Identifying Number: UPC 0000127430

Dear Ms. Christian:

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These funds are to be used to finance the activities contained in the approved FY 2026 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2026 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-26	Local Match	Grand Total of Support for FY-26 UPWP Activities
PL	\$22,560.88	\$2,820.11	\$25,380.99	\$2,820.11	\$28,201.10

Also, as required by the agreement, a listing of personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Ms. Lesley Christian  
May 21, 2025  
Page Two

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2025, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2026 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2022, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

Attest:

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
City Clerk Date

By: \_\_\_\_\_  
Date

Approve as to form:

Ben Mannell, AICP  
Transportation Mobility Planning  
Acting Division Administrator

By: \_\_\_\_\_  
City Attorney Date

City of Kingsport on behalf of the Kingsport  
MPO

By: \_\_\_\_\_  
Signature Date

Attachment 1 - Certifications  
Attachment 2 - Personnel and Salaries  
Attachment 3 - Indirect Cost Certification Statement  
Attachment 4 – Unique Entity Identifier (UEI) # & Place of Performance (POP) Information  
Attachment 5 - USDOT 1050.2A Non-Discrimination Assurances (and Appendices A to E)

## ATTACHMENT 1

### CERTIFICATION OF THE CITY OF KINGSPORT, TN

I hereby certify that I am the MTPO Coordinator of the City of Kingsport, TN, whose address is 415 Broad Street, Kingsport, TN 37660, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

---

DATE

---

SIGNATURE

### CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

---

DATE

---

Transportation Mobility Planning Division  
Administrator

## ATTACHMENT 2

### PERSONNEL AND SALARIES

(This listing is to be prepared by CITY OF KINGSPORT, TN and submitted separately for confidentiality)



ATTACHMENT 3  
Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. [2 CFR 200, Appendix VII](#) outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

- ☒ - Do not charge indirect costs. (You have completed the form.)
- ☐ - Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

- ☐ - No change in indirect cost allocation plan previously submitted.
- ☐ - Indirect cost allocation plan has been revised. (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

Section III: Indirect Cost Rate

- ☐ - There will be no significant change in the indirect cost rate \_\_\_\_\_% previously used. (**Approved % rate must be provided here**)
- Provide copy of rate approval (from VDOT or other cognizant agency)**
- ☐ - There will be a significant change in the indirect cost rate from that previously used. The proposed rate is \_\_\_\_\_%. (**Proposed % rate must be provided here**)
- (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

CITY OF KINGSPORT, TN

By: \_\_\_\_\_ Item XI/2. \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT 4

### Part A-Unique Entity Identifier (UEI) Number & Place of Performance (POP)

As part of the federal award reporting process, VDOT is required to provide FHWA the UEI Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

UEI# YE45C4JZC5U1

POP (area in which the project will be completed/performed)

Location: Kingsport

State: TN

Zip Code +4 37660-4285

### Part B-Point of Contact for Audit Information

As part of the sub-recipient monitoring process, VDOT will be requesting information regarding Schedule of Expenditures of Federal Awards, and reconciliation of payments received from our MPOs and PDCs. Please provide the point of contact for your organization who is responsible for providing audit information below.

Name: Travis Bishop - City Recorder/CFO

Phone: 423-229-9335

Email: TravisBishop@KingsportTN.gov

City of Kingsport, TN

By: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT 5

### The United States Department of Transportation (USDOT)

#### Standard Title VI/Non-Discrimination Assurances

##### DOT Order No. 1050.2A

The *City of Kingsport, Tennessee* (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *the Federal Highway Administration and/or Federal Transit Administration*, is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration and/or Federal Transit Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted *Federal-aid Highways and/or Public Transportation Programs*:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

## ATTACHMENT 5

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal-aid Highways and/or Public Transportation Programs* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The City of Kingsport, Tennessee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

ATTACHMENT 5

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *the City of Kingsport, Tennessee* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *Federal Highway Administration and/or Federal Transit Administration* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration and/or Federal Transit Administration*. You must keep records, reports, and submit the material for review upon request to the *Federal Highway Administration and/or Federal Transit Administration*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

*The City of Kingsport, Tennessee* gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal-aid Highways and/or Public Transportation Programs*. This ASSURANCE is binding on *the Commonwealth of Virginia*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal-aid Highways and/or Public Transportation Programs*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Kingsport, Tennessee

\_\_\_\_\_  
(Name of Recipient)

by \_\_\_\_\_  
(Signature of Authorized Official)

Attest: \_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
City Clerk Date

Approve as to form:

By: \_\_\_\_\_  
City Attorney Date

## ATTACHMENT 5

1050.2A

### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, and *the Federal Highway Administration and/or Federal Transit Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *the Federal Highway Administration and/or Federal Transit Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration and/or Federal Transit Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration and/or Federal Transit Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Federal Highway Administration and/or Federal Transit Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ATTACHMENT 5

1050.2A

### APPENDIX B

#### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *City of Kingsport, Tennessee* will accept title to the lands and maintain the project constructed thereon in accordance with the *Virginia General Assembly*, the Regulations for the Administration of *Federal-aid Highways and/or Public Transportation Programs*, and the policies and procedures prescribed by the *Federal Highway Administration and/or Federal Transit Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *City of Kingsport, Tennessee* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *City of Kingsport, Tennessee* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *City of Kingsport, Tennessee*, its successors and assigns.

The *City of Kingsport, Tennessee*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *City of Kingsport, Tennessee* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A  
APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER  
THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## ATTACHMENT 5

### 1050.2A

#### APPENDIX D

#### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## ATTACHMENT 5

### 1050.2A

#### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



## AGENDA ACTION FORM

### **Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply and Receive a SAFER Grant from the U.S. Department of Homeland Security**

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

Action Form No.: AF-170-2025  
Work Session: June 16, 2025  
First Reading: N/A

Final Adoption: June 17, 2025  
Staff Work By: Jerry DeBerry, Fire Chief  
Presentation By: Jerry DeBerry, Fire Chief

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The Kingsport Fire Department (KFD) is eligible to apply for a SAFER grant to fund the increase in the on-duty strength of fire departments. The grant along with the required matching funds would help fund five (5) full-time firefighter positions for a period of 3 years.

The SAFER Grant will reimburse the City a total of seventy-five (75%) of the cost to add five (5) employees in the first and second year with a required 25% match. The grant accounts for a COLA/Step in future years along with a 3% admin fee added in each year. A match of twenty-five (25%) is required for the five (5) firefighters for the first and second year. In year three, the grant will reimburse the City a total of thirty-five (35%) and require a sixty-five (65%) match. There is a requirement that the Fire Department fully fund these positions in the fourth year.

The additional personnel will be placed in Fire Suppression, which will assist in safety on fire scenes and greatly decrease the Fire Department's current usage of overtime.

<b>Estimated Costs</b>	<b>City</b>	<b>Grant</b>	<b>Total</b>
Firefighter Trainee Year 1 (75-25)	\$88,868.08	\$274,602.35	\$366,136.47
Firefighter Year 2 (75-25)	\$103,401.15	\$319,509.55	\$426,012.73
Firefighter Year 3 (35-65)	\$288,447.82	\$155,318.05	\$443,765.87
<b>Total Funding</b>	<b>\$480,717.04</b>	<b>\$749,429.95</b>	<b>\$1,235,915.07</b>

Funding for the matching funds is identified in 110-3501-451-10-10.

#### **Attachments:**

1. Resolution

Item XI3.

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FOR THE KINGSFORT FIRE DEPARTMENT

WHEREAS, the city, is eligible apply for a Staffing for Adequate Fire and Emergency Response (SAFER) grant to temporarily fund an increase in the on-duty strength of fire departments through the United States Department of Homeland Security; and

WHEREAS, SAFER grants were created to provide direct funding to fire departments to assist with increases or maintenance of the number of trained firefighters thereby enabling compliance with staffing, response, and operational standards established by the National Fire Protection Association; and

WHEREAS, the SAFER Grant will pay a total of 75% of the base wage, FLSA scheduled overtime wage, and cost of living or step increase during the first two years of the grant, and will cover 35% of the same during the third year; and

WHEREAS, the city will be required to fully fund these positions during the fourth year of the grant; and

WHEREAS, the city desires to utilize the grant funds for five (5) positions which if awarded would provide the city an estimated sum of \$274,603 over the first year of the grant period, an estimated sum of \$319,510 over the second year of the grant period, and an estimated sum of \$155,319 during the third year of the grant period; and

WHEREAS, during the first year of the grant period the city's cumulative 25% match is estimated to be \$88,868.08, an estimated sum of \$103,402 over the second year of the grant period, and an estimated sum of \$288,448 during the third year of the grant period;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Staffing for Adequate Fire and Emergency Response grant through the U.S. Department of Homeland Security, to deliver the necessary documents 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 this resolution.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 17th day of June, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

	Firefighter Pay Per Individual				3% Admin Exp
	Salary	FLSA Overtime	Full Benefits	Total Personnel	
Firefighter Trainee Year 1 (75-25)	\$41,548.00	\$3,635.45	\$25,911.01	\$71,094.46	\$2,132.83
Firefighter Year 2 (75-25)	\$50,644.67	\$4,431.41	\$27,644.84	\$82,720.92	\$2,481.63
Firefighter Year 3 (35-65)	\$53,341.81	\$4,667.41	\$28,158.91	\$86,168.13	\$2,585.04
	Cost Per Firefighter				Total City Cost
	Grant	Match	Uniforms	Turnout Gear	
Firefighter Trainee Year 1 (75-25)	\$54,920.47	\$18,306.82	\$865.00	\$4,410.00	\$23,048.62
Firefighter Year 2 (75-25)	\$63,901.91	\$21,300.64	\$0.00	\$0.00	\$20,680.23
Firefighter Year 3 (35-65)	\$31,063.61	\$57,689.56	\$0.00	\$0.00	\$56,009.28
	Total Cost to City for 5 Firefighters				Total City Cost
	Grant	Match	Uniforms	Turnout Gear	
Firefighter Trainee Year 1 (75-25)	\$274,602.35	\$88,868.08	\$4,325.00	\$22,050.00	\$115,243.08
Firefighter Year 2 (75-25)	\$319,509.55	\$103,401.15	\$0.00	\$0.00	\$103,401.15
Firefighter Year 3 (35-65)	\$155,318.05	\$288,447.82	\$0.00	\$0.00	\$288,447.82
	Total City Match	Total Funds Receivable		Total SAFER Grant	
Firefighter Trainee Year 1 (75-25)	\$88,868.08	\$274,602.35		\$366,136.47	
Firefighter Year 2 (75-25)	\$103,401.15	\$319,509.55		\$426,012.73	
Firefighter Year 3 (35-65)	\$288,447.82	\$155,318.05		\$443,765.87	
<b>Total Funding</b>	<b>\$480,717.04</b>	<b>\$749,429.95</b>		<b>\$1,235,915.07</b>	



## AGENDA ACTION FORM

### **Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Landstar, LLC, also known as Landstar Development, Related to the Riverbend Townhomes Development**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-165-2025

Work Session: June 16, 2025

First Reading: N/A

Final Adoption: June 17, 2025

Staff Work By: Garret Burton

Presentation By: Ryan McReynolds

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#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

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

Pursuant to this policy, the City Manager entered into a Materials Agreement with Landstar, LLC, also known as Landstar Development, related to the Riverbend Townhomes Development, in the amount of \$48,558.97. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$44,402.14 for 45 lots.

To date, including this development, the program has supported 1,637 new/proposed lots within the City of Kingsport.

#### **Attachments:**

1. Resolution
2. Closeout Worksheet
3. Location Map
4. As-Built Drawing

Item XI4.

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Mayes	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING REIMBURSEMENT OF  
MATERIALS AGREEMENT FUNDS TO LANDSTAR, LLC FOR  
RIVERBEND TOWNHOMES DEVELOPMENT PHASE 1

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Landstar LLC entered into a Materials Agreement in the total amount of \$48,558.97, with the city for provision of certain water and sewer materials by the city for the Riverbend Townhomes Development; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$44,402.14 for the Riverbend Townhomes Development.

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Landstar, LLC in the amount of \$44,402.14 for Riverbend Townhomes Development, is approved.

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

ADOPTED this the 17th day of June, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



Project: Riverbend Townhomes  
 Date: May 22, 2025  
 Developer: Land Star LLC

File No.: 2023-D23

### Water line

Item #	Item description	Units	U/M	Price	Total
41810	6"x 18' D.I. Pipe	28.00	jt	\$444.60	\$12,448.80
42120	4' bury hydrant	1.00	ea	\$2,707.28	\$2,707.28
42325	MJ Gate valve 6"	4.00	ea	\$852.00	\$3,408.00
43032	6x6x6 Anchor Tee	1.00	ea	\$161.00	\$161.00
42845	MJ Anchor coupling 6 x 18	1.00	ea	\$178.22	\$178.22
41951	Flat Plug 6" w/2" tap	2.00	ea	\$74.97	\$149.94
42014	6x6x6 MJ Tee	1.00	ea	\$139.18	\$139.18
Project #	<b>WA2452</b>				
	Expense To:				
Project Total	<b>451-0000-605-9003</b>				\$19,192.42
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$1,823.28
	Total Cost including Tax				\$21,015.70
	Amount Paid and Receipted To:				
Contractor Paid	<b>451-0000-208-1250</b>				\$19,192.42
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$1,823.28
	Total Cost Including Tax			Water Total:	\$21,015.70
	<b>Sales Tax Adjustment</b>				<b>\$0.00</b>
<b>Water</b>	<b>Refund Due Developer</b>				<b>\$19,192.42</b>



Project: Riverbend Townhomes  
 Date: May 22, 2025  
 Developer: Land Star LLC

File No.: 2023-D23

### Sanitary sewer

Item #	Item description	Units	U/M	Price	Total
45003	PIPE PVC 8" X 14'	45.00	jt	\$134.26	\$6,041.70
45057	TEE WYE SDR-35 8" X 6"	45.00	each	\$61.33	\$2,759.85
45112	MANHOLE COVERS JBS 1268	8.00	each	\$429.89	\$3,439.12
45226	MANHOLE BASE	8.00	each	\$973.00	\$7,784.00
45224	MANHOLE CONC RISER 32"	2.00	each	\$413.00	\$826.00
45223	MANHOLE CONC RISER 16"	3.00	each	\$227.00	\$681.00
45218	MANHOLE CONC CONE 32"	6.00	each	\$413.00	\$2,478.00
45219	MANHOLE CONC CONE 16"	2.00	each	\$277.00	\$554.00
Project #	SW2452				
	Expense To:				
Project Total	452-0000-606-9003				\$24,563.67
Sales Tax:	452-0000-207-0201			9.50%	\$2,333.55
	Total Cost Including Tax				\$26,897.22
	Amount Paid and Receipted To:				
Contractor Paid	452-0000-208-1250				\$25,153.67
Sales Tax:	452-0000-207-0201			9.50%	\$2,389.60
	Total Cost Including Tax			Sewer Total:	\$27,543.27
	Sales Tax Adjustment				-\$56.05
Sewer	Refund Due Developer				\$25,209.72
				Total Refund	\$44,402.14

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: Donna Lipoma  
 Date: 5/23/25

City of Kingsport Inspector: Lucy & me  
 Date: 5/23/25

Developer: Bushoff  
 Date: 5-23-25



# Project Location Map Riverbend Phase 1



**Project Area**

Riverbend Dr

Fort Henry Dr

Murphy Express

Walmart Supercenter

1299 ft

Riverbend Dr

1305 ft

## Legend

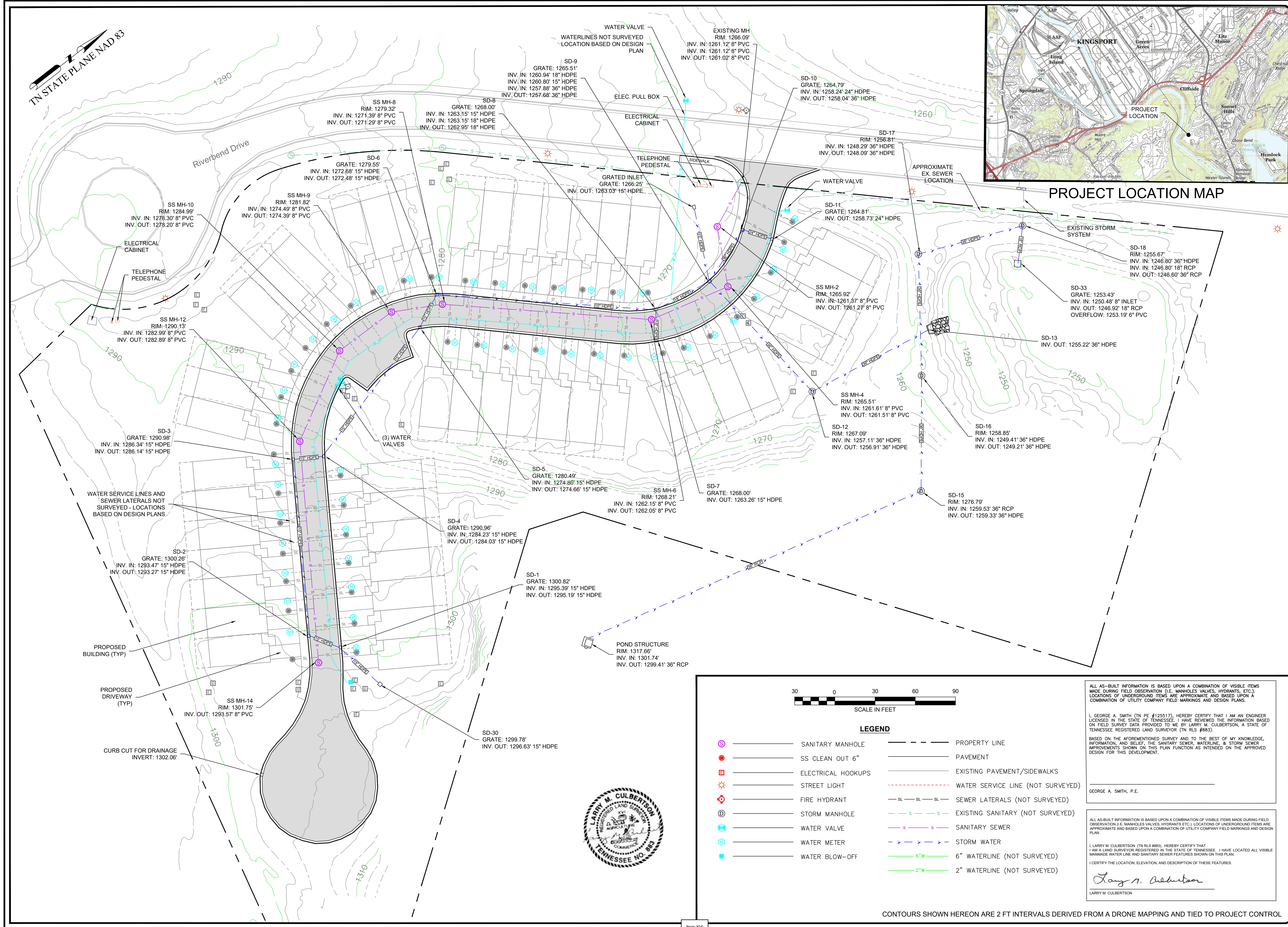
- Riverbend Phase 1 Project Area
- Parcels

0 150 300 Feet

Item XI4.

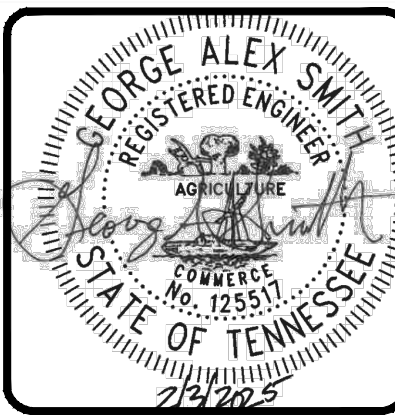
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N/Robinson, NCEAS, NLS, OS, A, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community





**LandStar, LLC  
Riverbend Project  
Kingsport, Tennessee**

# As-Built Drawing







## AGENDA ACTION FORM

### **Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Land Star LLC Related to the Riverbend Townhomes (The Arbor) Ph. 2 Development**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-167-2025

Work Session: June 16, 2025

First Reading: N/A

Final Adoption: June 17, 2025

Staff Work By: Garret Burton

Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

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

Pursuant to this policy, Land Star LLC has requested that the proposed Riverbend Townhomes (The Arbor) Ph. 2, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$74,697.83 for a new development with 47 lots.

To date, including this development, the program has supported 1684 new/proposed lots within the City of Kingsport.

#### **Attachments:**

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

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Mayes	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH LAND STAR LLC FOR THE RIVERBEND TOWNHOMES PHASE 2 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Land Star LLC has requested to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for the Riverbend Townhomes (The Arbor) Phase 2 Development, a 47 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is \$74,697.83.

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with The Edinburgh Group, LLC to provide certain water and sewer materials by the city for Evarts Valley Development, in the amount of \$88,826.99, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement, said agreement being as follows:

**MATERIALS AGREEMENT**

This AGREEMENT made and entered into on this 4th day of June, 2025, by and between the Land Star, LLC, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Riverbend Townhomes (The Arbor) Phase 2, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 423 LFT of waterline and 1358 LFT of sanitary sewer line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$74,697.83. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials other than described in item number 12. acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the board finds that this materials agreement promotes the use of high-quality and uniform materials in the construction of certain water and sanitary sewer infrastructure in new residential development in the city, which infrastructure will be a part of the city owned water and sanitary sewer systems as publicly owned infrastructure, and this will reduce future maintenance costs for the city's water and sanitary sewer systems caused by the use of substandard materials, and that the actions authorized by this resolution are in the public interest and for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 17<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

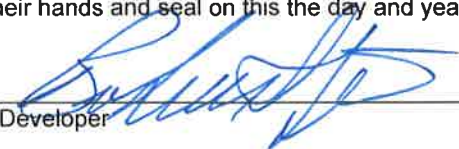
## MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 4th day of June, 2025, by and between Land Star LLC hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

### WITNESSETH:

1. The Developer has subdivided a tract of land known as Riverbend Townhomes (The Arbor) Ph. 2, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 432 LFT of Waterline and 1358 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$74,697.83. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials other than described in item number 12 acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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

  
Developer

\_\_\_\_\_  
Paul Montgomery, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Angela Marshall, Deputy City Recorder

\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney



# Materials Agreement

Project: Riverbend Townhomes (The Arbor) Ph. 2  
 Date: June 2, 2025  
 Developer: Land Star LLC

Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41810	6"x 18' D.I. Pipe	24.00	jt	\$459.00	\$11,016.00
42120	4' bury hydrant	2.00	ea	\$2,707.28	\$5,414.56
42325	MJ Gate valve 6"	2.00	ea	\$897.00	\$1,794.00
43032	6x6x6 Anchor Tee	2.00	ea	\$475.00	\$950.00
42845	MJ Anchor coupling 6 x 18	2.00	ea	\$191.04	\$382.08
41951	6" plug w/2" tap	2.00	ea	\$82.14	\$164.28
42550	6" 45 bend	1.00	ea	\$86.36	\$86.36
42555	6" 22-1/2 bend	4.00	ea	\$78.38	\$313.52
42545	6" 11-1/4 bend	3.00	ea	\$82.14	\$246.42
Building code					
	Receipt To:				
Subtotal:	<b>451-0000-208-1250</b>				\$20,367.22
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$1,934.89
Project #	<b>WA2452</b>			Water Total:	\$22,302.11
	Expense To:				
Water acct. #	<b>451-0000-605-9003</b>				



# Materials Agreement

Project: Riverbend Townhomes (The Arbor) Ph. 2  
 Date: June 2, 2025  
 Developer: Land Star LLC

Sanitary sewer		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
45003	PIPE PVC 8" X 14' SDR-35	97.00	jt	\$115.53	\$11,206.41
45057	TEE WYE SDR-35 8" X 6"	47.00	each	\$65.08	\$3,058.76
45112	MANHOLE COVERS JBS 1268	14.00	each	\$436.70	\$6,113.80
45218	MANHOLE CONC. CONE - 32"	11.00	each	\$413.00	\$4,543.00
45219	MANHOLE CONC. CONE - 16"	2.00	each	\$277.00	\$554.00
45221	MANHOLE CONC CONE - 24"	1.00	each	\$345.00	\$345.00
45223	MANHOLE CONC RISER - 16"	5.00	each	\$227.00	\$1,135.00
45224	MANHOLE CONC RISER - 32"	15.00	each	\$413.00	\$6,195.00
45226	MANHOLE BASE	14.00	each	\$973.00	\$13,622.00
45257	36"ODX24ID X 2" FLAT RING	2.00	each	\$74.25	\$148.50
45258	36"ODX 24" IDX 4" FLAT RING	3.00	each	\$128.00	\$384.00
45259	36" ODX24" IDX 6" FLAT RING	9.00	each	\$60.50	\$544.50
Building code					
	Receipt To:				
Subtotal:	<b>452-0000-208-1250</b>				\$47,849.97
Sales Tax:	<b>452-0000-207-0201</b>			9.50%	\$4,545.75
Project #	<b>SW2452</b>			Sewer Total:	\$52,395.72
	Expense To:				
Sewer acct #	<b>452-0000-606-9003</b>				
				Grand Total:	<u>\$74,697.83</u>



# Project Location Map Riverbend Phase 2



**Project Area**

**Project Area**

## Legend

-  Riverbend Phase 2 Project Area
-  Parcels

0 150 300 Feet

Item X15.

Walmart Supercenter  
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, A, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Dollar Tree

Murphy Express

Domino's

1299 ft

CLIFFSIDE RD

RIVERBEND DR

WENNA WAY

Gables Ct

FORT HENRY DR

36

THORNTON DR

REDBUD CIR

REDBUD DR

FORT HENRY DR

File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 1	32	\$ 42,867.62	2/19/2007	\$ 39,474.82	Closed
2006-D8	Jeff McKee	Settler's Ridge Phase I	41	\$ 45,344.29	3/20/2007	\$ 41,214.30	Closed
2006-D23	Edinburgh Group, LLC	Edinburgh Phase IA, Section 2	15	\$ 25,205.92	4/17/2007	\$ 23,273.53	Closed
2006-D19	Butch Rose	Hillcrest Heights	6	\$ 5,140.09	6/19/2007	\$ 4,636.74	Closed
2006-D19	Harold Slemph & Jack McMurray	Villas at Andover - Polo Fields	104	\$ 76,522.72	8/7/2007	\$ 70,722.51	Closed
2006-D23	Jeff McKee	Settler's Ridge Phase II	7	\$ 18,822.89	11/6/2007	\$ 17,439.89	Closed
2008-D2	Butch Rose	Windridge Phase IV	40	\$ 92,202.29	4/15/2008	\$ 85,648.47	Closed
2007-D7	Jim Nottingham	Riverwatch	29	\$ 47,605.13	4/15/2008	\$ 44,680.99	Closed
2007-D26	George Hunt	Hunts Crossing Phase II	22	\$ 18,375.20	4/15/2008	\$ 16,883.63	Closed
2007-D16	Jerry Petzoldt	Old Island Phase II	59	\$ 118,027.86	5/6/2008	\$ 111,538.58	Closed
2007-D13	Rob McLean	Anchor Point	80	\$ 72,552.51	7/15/2008	\$ 66,603.46	Closed
2008-D1	Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$ 39,418.91	7/15/2008	\$ 31,518.06	Closed
2007-D13	Rob McClean	Anchor Point – Topsail Court (incl in Anchor Point	0	\$ 3,816.08	8/5/2008	\$ -	Closed
2008-D17	Rob McClean	Stapleton Dr Phase I	7	\$ 8,757.81	8/19/2008	\$ 8,203.18	Closed
-	Ken Bates	Chase Meadows Phase II (amt not paid)	87		8/19/2008	\$ -	Closed
2008-D21	Terry Orth	Autumn Woods Phase I	19	\$ 30,628.25	10/7/2008	\$ 28,588.47	Closed
2008-D10	Gary Alexander	Riverbend Phase I	15	\$ 32,767.17	2/3/2009	\$ 26,351.32	Closed
2009-D15	Terry Orth	Autumn Woods Phase II	51	\$ 97,091.46	9/1/2009	\$ 91,166.09	Closed
2010-D19	Edinburgh Group, LLC	Edinburgh Phase 2, Section 1A	6	\$ 2,852.48	2/2/2010	\$ 2,659.62	Closed
2009-D18	Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$ 34,049.03	3/16/2010	\$ 30,938.04	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2	6	\$ 11,976.02	11/16/2010	\$ 11,116.69	Closed
-	Gary Alexander	Riverbend - Epcon Phase II (tabled 1/10/11)	9		2/1/2011	\$ -	Closed
-	Jane Karst	Jane Karst Subdivision	4	\$ 4,100.78	9/20/2011	\$ 3,799.14	Closed
2010-D21	M & M Builders	Brookton Park Subdivision	7	\$ 2,145.88	9/20/2011	\$ 1,959.94	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2B	11	\$ 9,472.85	10/18/2011	\$ 8,770.02	Closed
2011-D5	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2C	14	\$ 20,128.29	4/3/2012	\$ 18,549.10	Closed
2012-D9	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2E	8	\$ 25,177.34	10/2/2012	\$ 23,403.87	Closed
2012-D10	Edinburgh Group, LLC	Edinburgh Phase 2, Section 2F	9	\$ 19,382.60	5/7/2013	\$ 17,792.14	Closed
2012-D12	Edinburgh Group, LLC	Edinburgh Phase 4	17	\$ 65,033.97	7/24/2013	\$ 60,735.18	Closed
2008-D32	Vic Davis	The Summitt at Preston Park Ph. 3	20	\$ 79,327.82	12/3/2013	\$ 70,967.77	Closed
2014-D15	Edinburgh Group, LLC	Edinburgh Phase V	12	\$ 51,965.42	10/7/2014	\$ 48,501.91	Closed
2014-D24	Edinburgh Group, LLC	Edinburgh Phase VII	20	\$ 27,552.51	6/2/2015	\$ 25,162.11	Closed
2016-D2	Edinburgh Group, LLC	Edinburgh Phase 9	6	\$ 5,917.93	5/5/2016	\$ 5,386.74	Closed
2016-D12	Edinburgh Group, LLC	Edinburgh South PH 2 (listed as PH1)	23	\$ 36,694.42	11/15/2016	\$ 33,722.81	Closed

File No.	Developer	Development	Proposed Lots / Development	Agreement Amount	Date	Reimbursed to Developer	Status
2016-D7	Edinburgh Group, LLC	Edinburgh Phase 10	10	\$ 38,265.22	3/1/2017	\$ 34,953.21	Closed
2018-D3	Edinburgh Group, LLC	Edinburgh Phase 11	14	\$ 26,250.40	6/19/2018	\$ 23,984.14	Closed
2019-D5	Edinburgh Group, LLC	Edinburgh Phase 12	13	\$ 12,752.16	7/23/2019	\$ 11,619.92	Closed
2019-D18	Edinburgh Group, LLC	Gibson Springs PH1 (Edinburgh South PH3)	19	\$ 38,378.10	10/15/2019	\$ 35,631.30	Closed
2020-D19	Integrity Group	Miller Parke Phase 1	54	\$ 81,823.42	1/19/2020	\$ 73,989.19	Closed
2018-D17	School House, LLC	Cherokee Bend Phase 2	13	\$ 23,332.69	1/21/2020	\$ 21,177.45	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 2	24	\$ 28,924.56	5/5/2020	\$ 26,415.12	Closed
2020-D7	Edinburgh Group, LLC	Gibson Springs Phase 3	18	\$ 16,261.96	9/22/2020	\$ 14,851.10	Closed
2020-D23	Landstar, LLC	West Gate Phase 1	28	\$ 33,454.08	3/2/2021	\$ 30,551.67	Closed
2021-D1	Landstar, LLC	West Gate Phase 2	26	\$ 42,710.15	7/6/2021	\$ 39,026.03	Closed
2018-D10	Vic Davis	Frylee Court	40	\$ 39,320.60	8/10/2021	\$ 35,286.65	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 1	22	\$ 39,751.16	8/10/2021	\$ 35,885.38	Closed
2021-D21	HVP, LLC	Caymus Yards	28	\$ 15,844.63	8/22/2021	\$ 14,362.93	Closed
2021-D15	Landstar, LLC	West Gate Phase 3	23	\$ 49,433.21	9/17/2021	\$ 45,709.99	Closed
2021-D5	Edinburgh Group, LLC	Evarts Valley (formerly Edinburgh Ph 6)	50	\$ 88,826.99	11/2/2021	\$ 78,968.39	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 2	21	\$ 41,526.07	10/22/2021	\$ 37,898.13	Closed
2021-D7	Orth Construction	Hunts Crossing Phase 3	17	\$ 37,073.45	10/22/2021	\$ 33,742.02	Closed
2021-D22	Ken Bates	Magnolia Ridge Phase 1	41	\$ 110,747.35	12/21/2021	\$ 100,715.69	Closed
2021-D23	Integrity Building Group	Miller Parke Ph 2 (formerly Phase 3)	40	\$ 58,858.82	1/18/2022	\$ 52,384.53	Closed
2021-D25	Carla Karst	Cox Valley (Birdwell Place)	58	\$ 153,830.48	4/19/2022	\$ 139,078.33	Closed
2021-D32	TS Designs (Todd Stevens)	St. Andrews Garth Phase 2	25	\$ 41,312.60	2/3/2023	\$ 37,848.08	Closed
2021-D22	Magnolia Ridge Development, LLC	Magnolia Ridge Phase 2	51	\$ 47,936.03	9/13/2023	\$ 43,787.28	Closed
2023-D23	Landstar, LLC	Riverbend Townhomes	45	\$ 48,558.97	3/4/2024	\$ -	Open
2023-D28	JTB Construction	Lebanon Meadows	14	\$ 45,899.72	3/25/2024	\$ 41,854.88	Closed
2024-D4	Brickyard TN, LLC	Brickyard Village Phase 1	32	\$ 118,338.91	9/5/2024	\$ -	Open
2024-D16	Integrity Building Group, LLC	Fieldcrest Phase 1	70	\$ 217,288.70	12/11/2024		Open
2025-D5	Landstar, LLC	Riverbend Townhomes (The Arbor) Ph. 2	47	\$ 74,697.83	6/4/2025		Open

**TOTAL**

**1,684 \$ 2,742,321.80**

**\$ 2,081,130.53**





## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute CDBG Subrecipient Agreements**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-152-2025

Work Session: June 16, 2025

First Reading: N/A

Final Adoption: June 17, 2025

Staff Work By: Michael Price

Presentation By: Michael Price

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

This item allocates Community Development Block Grant (CDBG) funding for public service programs and the emergency home repair program. CDBG funding allocated to public service programs is capped at 15% of the total CDBG allocation. A total of \$68,682.75 is available to allocate for public services.

Sub-recipient applications were solicited through a competitive funding process, reviewed by the CDAC and recommended to the BMA as listed below. The partner agreements are for a period of one year, starting July 1, 2025 and ending on June 30, 2026. Program specific details can be located in the supplemental information section.

United Way Greater Kingsport - \$25,000.00  
Friends in Need - \$9,000.00  
Second Harvest Food Bank of NE TN - \$6,5000.00  
Holston Terrace Inc. - \$1,200.00  
CASA 4 Kids - \$3,080.00  
Oasis of Kingsport - \$2,275.00  
KHRA Family Self Sufficiency - \$2,550.00  
Greater Kingsport YMCA - \$4,900.00  
Meals On Wheels - \$2,200.00  
Frontier Health - \$3,230.00  
Grace House - \$6,500.00  
Sequoyah Scouting - \$2,247.75  
Holston Habitat for Humanity - \$90,000.00  
First Tennessee Area Agency on Aging and Disability - \$40,000.00

#### **Attachments:**

1. Resolution
2. Supplemental Information

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AGREEMENTS WITH VARIOUS AGENCIES AND  
ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK  
FUNDING IN FISCAL YEAR 2025-2026.

WHEREAS, as part of the city's Annual Action Plan a portion of Community Development Block Grant funding was allocated to public service programs; and

WHEREAS, providers of programs have submitted applications for funding which were reviewed and recommended by the Community Development Advisory Council; and

WHEREAS, in consideration of the Annual Action Plan and recommendation of the Community Development Advisory Council the city now desires to enter into partner agreements in order to provide funding to agencies which will provide public service programs; and

WHEREAS, the agencies to receive funding are: First Tennessee Area Agency on Aging and Disability in the amount of \$40,000.00; Holston Habitat for Humanity in the amount of \$90,000.00; United Way of Greater Kingsport in the amount of \$25,000.00; Friends in Need in the amount of \$9,000.00; Holston Terrace in the amount of \$1,200.00; KHRA Family Self Sufficiency Program in the amount of \$2,550.00; Oasis of Kingsport in the amount of \$2,275.00; Second Harvest Food Bank of Northeast Tennessee in the amount of \$6,500.00; Greater Kingsport YMCA in the amount of \$4,900.00; Meals On Wheels in the amount of \$2,200.00; Frontier Health in the amount of \$3,230.00; Grace House in the amount of \$6,500.00; Sequoyah Scouting in the amount of \$2,247.75; and CASA 4 Kids in the amount of \$3,080.00.

Now therefore,

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

SECTION I. That partner agreements with United Way of Greater Kingsport, First Tennessee Area Agency on Aging and Disability, Holston Habitat for Humanity, Friends in Need, Holston Terrace, KHRA Family Self Sufficiency Program, Oasis of Kingsport, Second Harvest Food Bank of Northeast Tennessee, Greater Kingsport YMCA, Meals On Wheels, Frontier Health, Grace House, Sequoyah Scouting, and CASA 4 Kids are 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, agreements for the provision of public service programs in fiscal year 2025-2026 with United Way of Greater Kingsport, First Tennessee Area Agency on Aging and Disability, Holston Habitat for Humanity, Friends in Need, Holston Terrace, KHRA Family Self Sufficiency Program, Oasis of Kingsport, Second Harvest Food Bank of Northeast Tennessee, Greater Kingsport YMCA, Meals On Wheels, Frontier Health, Grace House, Sequoyah Scouting, and CASA 4 Kids to deliver the agreements and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreements and this resolution said agreements being generally as follows:

**GRANT CONTRACT  
BETWEEN THE CITY OF KINGSPORT, TENNESSEE  
AND  
[AGENCY NAME]**

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the "City" and [AGENCY NAME] hereinafter referred to as the "Operating Agency", is for the provision of services to the homeless and those at risk for homelessness under the Community Development Block Grant Program ("CDBG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES").

**Operating Agency's address: [AGENCY ADDRESS]**

**Operating Agency's Edison Vendor ID #: [AGENCY VENDOR NUMBER – IF APPLICABLE]**

**A. SCOPE OF SERVICES AND DELIVERABLES:**

A.1. The Operating Agency shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant contract.

A.2. To provide and operate public service activities to low and moderate income individuals and families within the city limits of Kingsport as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, AND ATTACHMENT C: BUDGET.

A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Operating Agency's duties, responsibilities, and performance hereunder, these terms shall govern or order of precedence below:

a. Title 24 Code of Federal Regulations, Part 570 and Part 91, of the Community Development Block Grant Program authorized by Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et.seq.), as amended (the "Federal CDBG Regulations").

b. The United States Department of Housing and Urban Development CDBG Desk Guide for Program and Eligibility Policies and Procedures.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D, is incorporated in this Grant Contract.

A.5. To comply with the Eligible Activity Requirements of 24 CFR 570, Subpart C, and Part 91 as applicable in accordance with the type of project assisted.

A.6. To maintain records adequate to document compliance with 24 CFR 570, along with such other records the City and HUD determines necessary to enable the City and HUD to fulfill its responsibilities in the CDBG Program. All records will be retained for a three (3) year period in accordance with the requirements of 24 CFR Part 570.

A.7. To furnish to the City all reports required to be filed in accordance with any directives of the City and within the time period prescribed by the City for such reports.

**B. TERM OF GRANT CONTRACT:**

B.1. Grant Term. This Grant Contract shall be effective on **July 1, 2024** ("Effective Date") and extend for a period of twelve (12) months after the Effective Date to **June 30, 2025** ("Term"). The City shall have no obligation for goods or services provided by the Operating Agency prior to the Effective Date or extending beyond the close of the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the City under this Grant Contract exceed [FUNDING AMOUNT] ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Operating Agency under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Operating Agency.

C.2. Compensation Firm. The Maximum Liability of the City is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Operating Agency shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Operating Agency shall submit invoices, in form and substance acceptable to the City, with all necessary supporting documentation, prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Operating Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "City Comprehensive Travel Regulations", as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.



C.5. Invoice Requirements. The Operating Agency shall invoice the City based on an approved payment schedule, using the forms and all necessary supporting documentation specified by the HUD CDBG Requirements, and present such to:

City of Kingsport

Office of Housing and Community Development

415 Broad Street, Kingsport, Tennessee 37660

Attention: Jessica McMurray

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line item amount(s) detailed. Any change in Grant Budget line items shall require an amendment to the Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Operating Agency shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the City.

a. If total disbursements by the City pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Operating Agency shall refund the difference to the City. The Operating Agency shall submit said refund with the final grant disbursement reconciliation report.

b. The City shall not be responsible for the payment of any invoice submitted to the City after the grant disbursement reconciliation report. The City will not deem any Operating Agency costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the City, and such invoices will NOT be paid.

c. The Operating Agency's failure to provide a final grant disbursement reconciliation report to the City as required shall result in the Operating Agency being deemed ineligible for reimbursement under this Grant Contract, and the Operating Agency shall be required to refund any and all payments by the city pursuant to this Grant Contract.

d. The Operating Agency must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Operating Agency request reimbursement for indirect costs, the Operating Agency must submit to the City a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Operating Agency will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Operating Agency makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Operating Agency agrees to remit any overpayment of funds to the City, and subject to the availability of funds the City agrees to remit any underpayment to the Operating Agency.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of City of Kingsport Departments of Finance and Administration Policies or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the City shall not prejudice the City's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the City shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Operating Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.12. City's Right to Set Off. The City reserves the right to deduct from amounts that are or shall become due and payable to the Operating Agency under this Grant Contract or any other contract between the Operating Agency and the City of Kingsport under which the Operating Agency has a right to receive payment from the City.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The City is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Kingsport and Tennessee laws and regulations.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Kingsport and Tennessee laws and regulations.

D.3. Termination for Convenience. The City may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the City. The City shall give the Operating Agency at least thirty (30) days written notice before the effective termination date. The Operating Agency shall be entitled to compensation for authorized expenditures and satisfactory services, in compliance with Federal CDBG Regulations, completed as of the termination date, but in no event shall the City be liable to the Operating Agency for compensation for any service that has not been rendered. The final decision as to the amount for which the City is liable shall be determined by the City. The Operating Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the City's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Operating Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Operating Agency violates any terms of this Grant Contract ("Breach Condition"), the City shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Operating Agency shall not be relieved of liability to the City for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed at law or in equity for breach of this Grant Contract. Upon such termination, the Operating Agency shall have no claim to any CDBG funds remaining under this Grant Contract.

D.5. Subcontracting. The Operating Agency shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the City. If such subcontracts are approved by the City, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest", "Lobbying", "Nondiscrimination", "Public Accountability", "Public Notice", and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Operating Agency shall remain responsible for all work performed.

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

The Operating Agency acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Operating Agency is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development or if the Operating Agency is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development.

D.7. Lobbying. The Operating Agency certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Operating Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The City:

Michael Price

City of Kingsport Office of Housing and Community Development

415 Broad Street, Kingsport, Tennessee 37660

Telephone 423-224-2877

Email [michaelp@kingsporttn.gov](mailto:michaelp@kingsporttn.gov)

The Operating Agency:

[AGENCY NAME]

[AGENCY ADDRESS]

Kingsport, TN 37663

Telephone \_\_\_\_\_

Email \_\_\_\_\_

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Grant Contract upon written notice to the Operating Agency. The City's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the City. Upon receipt of the written notice, the Operating Agency shall cease all work associated with the Grant Contract. Should such an event occur, the Operating Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Operating Agency shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Operating Agency agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Operating Agency 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 Operating Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The City and the Operating Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.

a. The Operating Agency warrants to the City that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Operating Agency warrants that it will cooperate with the City, including cooperation and coordination with City privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The City and the Operating Agency will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the City and the Operating Agency in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Operating Agency will indemnify the City and hold it harmless for any violation by the Operating Agency or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the City because of the violation.

D.12. Public Accountability. If the Operating Agency is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Operating Agency on behalf of the City, the Operating Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Operating Agency

shall also display in a prominent place, located near the passageway through which public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") inches in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the City. The City shall obtain copies of the sign from HUD, and upon request from the Operating Agency, provide Operating Agency with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Operating Agency in relation to this Grant Contract shall include the statement, "This project is funded under an agreement with the City of Kingsport and the U.S. Department of Housing and Urban Development." All notices by the Operating Agency in relation to this Grant Contract shall be approved by the City.

D.14. Licensure. The Operating Agency and its employees and all sub-Operating Agencies shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Operating Agency and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Operating Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) 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 City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Operating Agency shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Operating Agency shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Operating Agency shall incorporate any additional Tennessee Comptroller of the Treasury directives into its internal control system.

D.16. Monitoring. The Operating Agency's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

D.17. Progress Reports. The Operating Agency shall submit brief, periodic, progress reports to the City as requested.

D.18. Reports. The Operating Agency shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Operating Agency shall submit, within one (1) month of the conclusion of the Term, a CDBG annual report to the City.

D.19. Audit Reports. For purpose of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Operating Agency shall provide audited financial statements to the City of Kingsport if during the Operating Agency's fiscal year, the Operating Agency (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the City is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Operating Agency shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Operating Agency is subject to an audit. The Operating Agency should submit only one, completed document during the Operating Agency's fiscal year. Any Operating Agency that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Operating Agency is subject to an audit, Operating Agency shall obtain the Tennessee Comptroller's approval before engaging a

licensed, independent public accountant to perform the audit. The Operating Agency may contact the Tennessee Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Operating Agency and the Auditor shall be on a contract form prescribed by the Comptroller. The Operating Agency shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Operating Agency shall be subject to the provision relating to such fees contained within the Grant Contract. The Operating Agency shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Operating Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Operating Agency is a subrecipient, the Operating Agency shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Operating Agency shall obtain prior approval from the City before purchasing any equipment under this Grant Contract.

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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 Operating Agency, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Operating Agency's employees, and to pay all applicable taxes incident to this Grant Contract.

D.23. City Liability. The City shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Operating Agency's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under this Grant Contract. Operating Agency will promptly notify the City of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the City within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Operating Agency's performance longer than forty-eight (48) hours, the City may, upon notice to Operating Agency: (a)

cease payment of the fees until Operating Agency resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Operating Agency will not increase its charges under this Grant Contract or charge the City any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Operating Agency shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26 Reserved.

D.27. City Interest in Equipment or Motor Vehicles. The Operating Agency shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the City's, equitable interest therein, to the extent of its *pro rata* share, based upon, the City's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars (\$5,000). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this program's prior year Grant contracts between the City, and the Operating Agency.

The Operating Agency grants the City a security interest in all equipment or motor vehicles acquired in whole or in part by the Operating Agency under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Operating Agency hereby grants the City a security interest in said equipment or motor vehicles. The Operating Agency agrees that the City may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Operating Agency agrees to execute and deliver to the City, upon the City's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as the City may require to perfect a security interest with respect to said equipment or motor vehicles. The Operating Agency shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the City may reasonably require. Without the prior written consent of the City, the Operating Agency shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Operating Agency's breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract. The City shall have the remedies of a secured party under the Uniform Commercial Code and, at the City's option, may also invoke the remedies herein provided.

The Operating Agency agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant contract. The Operating Agency shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Operating Agency's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Operating Agency no longer has possession;
- i. Depreciation method, if applicable; and

- j. Monthly depreciation amount, if applicable.
- k. The Operating Agency shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Operating Agency shall inventory equipment or motor vehicles annually. The Operating Agency must compare the results of the inventory with the inventory control report and investigate any differences. The Operating Agency must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.
- l. The Operating Agency shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the City. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Operating Agency shall notify the City, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Operating Agency shall be responsible to the City for the *pro rata* amount of the residual value at the time of loss based upon the City's original contribution to the purchase price.
- m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Operating Agency shall request written approval from the City for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.
- D.28. City, State and Federal Compliance. The Operating Agency shall comply with all applicable city, state, and federal laws, ordinances, rules and regulations in performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Operating Agency 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 Grant Contract. The Operating Agency acknowledges and agrees that any rights or claims against the City of Kingsport or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. § 29-20-101 *et seq.* and the sovereign immunity the city has through the State of Tennessee.
- D.30. Completeness. This Grant 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 Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant 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 Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant 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 Grant Contract, the special terms and conditions shall control.
- E.2. Debarment and Suspension. The Operating Agency certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - Have not within a three (3) year period preceding this the date of this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - Have not within a three (3) year period preceding the date of this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Operating Agency shall provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. Work Papers Subject to Review. The Operating Agency shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the City, the U. S. Department of Housing and Urban Development, or their respective representatives upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Children's Act for Clean Indoor Air of 1995", Tenn. Code Ann. §§ 39-17-1601 through 1606, the Operating Agency shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Operating Agency shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be a part of any subcontract related to this Grant Contract.

E.5. Hold Harmless. To the extent permitted by State law, the Operating Agency agrees to indemnify and hold harmless the City of Kingsport, the U. S. Department of Housing and Urban Development, as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Operating Agency, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Operating Agency further agrees it shall be liable for the reasonable cost of attorneys and court costs for the City, the U. S. Department of Housing and Urban Development to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the City, the U. S. Department of Housing and Urban Development to give notice shall only relieve the Operating Agency of its obligations under this Section to the extent that the Operating Agency can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Operating Agency, through its attorney(s), the right to represent the City of Kingsport, the U. S. Department of Housing and Urban Development in any legal matter, as the right to represent the City and the State is governed by Tenn. Code Ann. § 8-6-106.

E.6. Federal Funding Accountability and Transparency Act ("FFATA"). This Grant requires the Operating Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Operating Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Operating Agency provides information to the City as required. The Operating Agency shall comply with the following:

a. Reporting of Total Compensation of the Operating Agency's Executives.

(1) The Operating Agency shall report the names and total compensation of each of its five (5) most highly compensated executives for the Operating Agency's preceding completed fiscal year, if in the Operating Agency's preceding fiscal year it received:

i. 80 percent or more of the Operating Agency's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and sub awards); and

ii. \$25,000,000 or more in annual gross annual revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 170.315. "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Operating Agency's preceding fiscal year and includes the following (for information see 17 § CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance



with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings or deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites of property) for the executive exceeds \$10,000.

b. The Operating Agency must report executive total compensation described above to the City by the end of the month during which this Grant Contract is fully executed.

c. If this Grant Contract is amended to extend the Term, the Operating Agency must submit an executive total compensation report to the City by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Operating Agency will obtain a Data Universal Numbering System ("DUNS") number and maintain its DUNS number for the terms of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Operating Agency's failure to comply with the above requirements is a material breach of this Grant Contract for which the City may terminate this Grant Contract for cause. The City will not be obligated to pay any outstanding invoice received from the Operating Agency unless and until the Operating Agency is in full compliance with the above requirements.

E.7. Training. The Operating Agency agrees to attend all training sessions regarding management of the CDBG Program which are scheduled by the City and HUD.

E.8. CDBG Program Requirements. Under this Grant Contract, Operating Agency is receiving an allocation or grant of Community Development Block Grant Program funds. The Operating Agency understands these funds are made available through the U.S. Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Operating Agency agrees and certifies to comply with all applicable HUD requirements. Without limitations, Operating Agency specifically agrees and certifies as to the following:

a. The Operating Agency will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.

b. The Operating Agency will comply with other applicable Federal requirements in 24 CFR, Part 570 and Part 91, as follows:

1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
2. 24 CFR 570 Subpart A, General Provisions;
3. 24 CFR 570 Subpart C, Eligible Activities;
4. 24 CFR 570 Subpart J, Grant Administration;
5. 24 CFR 570 Subpart K, Other Program Requirements;
6. 24 CFR 570 Subpart O, Performance Reviews;
7. Title VI and Executive Order 13166 Affirmative Outreach

c. If the Operating Agency is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.

d. The Operating Agency will comply with the uniform administrative requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.

e. The Operating Agency will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.

f. The Operating Agency will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.

g. The Operating Agency will use CDBG funds pursuant to its or the City's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 570 and Part 91.

h. The Operating Agency will maintain adequate documentation to determine eligibility of persons served by the CDBG program.

i. The Operating Agency will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.

E.9. Drug Free Workplace. The Operating Agency will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the action that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Operating Agency's policy of maintaining a drug-free workplace;
3. Any drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of this Grant Contract be given a copy of the statement required by Paragraph E.10. (a);

d. Notifying the employee in the statement required by Paragraph E.10(a) that, as a condition of employment under this Grant Contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the City in writing, within ten calendar days after receiving notice under Paragraph E.10(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.10(d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.10 (a), (b), (c), (d), (e) and (f).

E.10. Corrective Action. If the City takes any corrective or remedial action as outlined in 24 CFR § 570.910 that is the result of any action taken by the Operating Agency, the Operating Agency will take any action required by the City to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying CDBG funds to the City.

**IN WITNESS WHEREOF**, the parties have by their duly authorized representatives set out their signatures.

[Acknowledgements and Attachments Omitted 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 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 17th day of June, 2025.

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PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

## **Supplemental Information: CDBG Subrecipient Grants**

The Community Development Advisory Committee recommends the BMA to fund CDBG applicants for the 2025-2026 Program Year.

**CDBG annual public service allocations cap at 15% of the total CDBG funds allocated by HUD. For program year 2025-2026 the City received \$457,885.00 of that, we allocated \$68,682.75 to public services.**

- CD staff utilized a competitive funding round with scoring criteria to score the recommended organizations:
- **\$25,000.00-** United Way Greater Kingsport Homeless Liaison
- **\$9,000.00-** Friends in Need Dental Lab Equipment Expansion
- **\$6,500.00-** Second Harvest Food Bank Food for Kids Backpack Program
- **\$1,200.00-** Holston Terrace Food Bank El Colmandito de Mami
- **\$3,080.00-** CASA 4 Kids Advocacy for Children
- **\$3,230.00-** Frontier Health Meal Program for Youth in Day Treatment
- **\$6,500.00-** Kingsport Homeless Ministry Grace House
- **\$2,275.00-** The Oasis of Kingsport Bridge/PERKS Program
- **\$2,200.00-** Meals on Wheels Groceries for Meal Preparation
- **\$4,900.00-** The Greater Kingsport YMCA
- **\$2,500.00-** KHRA Family Self-Sufficiency Community Enrichment Program
- **\$2,247.75-** Sequoyah Council, Inc. Scouting

**\$130,000.00 – Funding for critical emergency home repairs made available through a competitive funding round with scoring criteria to score the recommended organizations:**

- **\$40,000.00-** First Tennessee Area Agency on Aging and Disability  
Critical home repairs for 5-6 Senior or Disabled low-income households in the Kingsport area.
- **\$90,000.00-** Holston Habitat for Humanity  
Critical home repairs on appx 12 low-income households in the Kingsport area.

CD Staff advertised a notice of available funding on March 1, 2025, in the Kingsport Times News and sent the notice via email to approximately 100 organizations via the United Way email list. Staff hosted an application workshop on **April 04, 2025**. The application deadline was April 30, 2025. Applicants could access the 2025-2026 CDBG Application Workshop PowerPoint Slides, the CDBG Subrecipient Evaluation Criteria, the CDBG 2025-2026 Application, the 2025-2026 Funding Notice, a Resource-Playing By the Rules: A Guide for Sub-recipients and program income guidelines on the city's Community Development Website in May.

**CDAC members scored each applicant in the following areas:**

Alignment with the Consolidated Plan

Public Benefit

Organizational Capacity

Collaboration & Leverage

Clarity and Completion

Financial Feasibility

Discretionary Assessment

**Reasons an organization may not be funded:**

Incomplete application

Appeared to duplicate of services

Did not submit all required documentation as outlined on the checklist

Application lacked detail and clarity



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Fiscal Year 2024 – 2025 Emergency Solutions Grant to Extend the Grant Deadline**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF 162-2025

Work Session: June 16, 2025

First Reading: N/A

Final Adoption: June 17, 2025

Staff Work By: Michael Price

Presentation By: Michael Price

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#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Adoption of the accompanying resolution extends the Emergency Solutions Grant (ESG) from June 30, 2025 to December 31, 2025.

On March 19, 2024 the board adopted Resolution No. 2024 – 217 which approved the City's application for the 2024 ESG grant and authorized the Mayor to sign all documents necessary and proper to receive the grant. On July 1st, 2024, the City was awarded grant funds in the amount of \$126,613.00 and the Mayor executed the grant contract. This grant is being used to fund an additional staff member in the Police Department for street outreach.

Due to delays in the awarding of ESG dollars for FY 26 by the United States Department of Housing and Urban Development ("HUD"), the Tennessee Housing Development Agency has extended the opportunity to extend the grant contract until December 31, 2025 to allow ESG recipients more time to spend grant funds for FY 25

To date, \$ 73,465.48 of the grant funds have been spent. This grant carries a \$1:\$1 match requirement with the match coming from CDBG dollars and existing salary dollars in the Police Department.

#### **Attachments:**

1. Resolution
2. Grant Contract Amendment

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Baker	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE FISCAL YEAR 2024-2025 EMERGENCY SOLUTIONS GRANT EXTENDING THE GRANT DEADLINE AND AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT.

WHEREAS, in an effort to increase services for the homeless population of Kingsport, the city applied for and received the Emergency Solutions Grants Program ("ESG") through the Tennessee Housing Development Agency (THDA) in the amount of \$126,613.00 for fiscal year 2024 – 2025, which was approved by the Board of Mayor and Alderman on March 19, 2024 (Resolution No. 2024-217); and

WHEREAS, to date, \$73,465.48 of the funds have been spent to fund an additional staff member in the Police Department for street outreach; and

WHEREAS, the term of the grant contract is set to expire June 30, 2025; and

WHEREAS, due to delays in the awarding of ESG dollars for FY 26 by the United States Department of Housing and Urban Development ("HUD"), THDA has extended the opportunity to extend the grant contract until December 31, 2025 to allow ESG recipients more time to spend grant funds for fiscal year 2024 – 2025.

Now therefore,

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

SECTION I. That Amendment No. 1 to Grant Contract ESG-24-09 extending the grant deadline through December 31<sup>st</sup>, 2025 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 Amendment No. 1 to Grant Contract ESG-24-09, 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 as set out below:

**AMENDMENT NO. 1  
GRANT CONTRACT ESG-24-09  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE HOUSING DEVELOPMENT AGENCY,  
AND  
CITY OF KINGSFORT- COMMUNITY DEVELOPMENT**

This Amendment is between the Tennessee Housing Development Agency ("THDA") and City of Kingsport-Community Development ("Grantee"), collectively, the "Parties," for the purpose of amending Grant Contract ESG-24-09 executed by the Parties effective July 1, 2024, which is for the provision of services to the homeless and those at risk of homelessness under the Emergency Solutions Grants Program ("ESG").

Whereas, the Term of said Grant Contract is set to expire June 30, 2025; and

Whereas, the Parties wish to extend the Term through December 31, 2025.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as to amend the Grant Contract as follows:

1. Section B. is hereby deleted in its entirety and replaced with the following:  
This Grant Contract shall be effective July 1, 2024 ("Effective Date") and extend to 11:59 P.M. CST on the End Date, which is December 31, 2025 (the "Term"). The State shall have no obligation for goods or services provided by the Grantee outside of the Term.
2. All references to the Term and/or End Date are hereby replaced with the amended terms set forth above.
3. The other terms and provisions not amended herein remain in full force and effect.  
[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 17th day of June, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



**AMENDMENT NO. 1**  
**GRANT CONTRACT ESG-24-09**  
**BETWEEN THE STATE OF TENNESSEE,**  
**TENNESSEE HOUSING DEVELOPMENT AGENCY,**  
**AND**  
**CITY OF KINGSFORT- COMMUNITY DEVELOPMENT**

This Amendment is between the Tennessee Housing Development Agency ("THDA") and City of Kingsport-Community Development ("Grantee"), collectively, the "Parties," for the purpose of amending Grant Contract ESG-24-09 executed by the Parties effective July 1, 2024, which is for the provision of services to the homeless and those at risk of homelessness under the Emergency Solutions Grants Program ("ESG").

Whereas, the Term of said Grant Contract is set to expire June 30, 2025; and

Whereas, the Parties wish to extend the Term through December 31, 2025.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as to amend the Grant Contract as follows:

1. Section B. is hereby deleted in its entirety and replaced with the following:

This Grant Contract shall be effective July 1, 2024 ("Effective Date") and extend to 11:59 P.M. CST on the End Date, which is December 31, 2025 (the "Term"). The State shall have no obligation for goods or services provided by the Grantee outside of the Term.

2. All references to the Term and/or End Date are hereby replaced with the amended terms set forth above.
3. The other terms and provisions not amended herein remain in full force and effect.

**GRANTEE:**

**CITY OF KINGSFORT- COMMUNITY DEVELOPMENT**

BY: _____	_____
PAUL W. MONTGOMERY	DATE
ITS: MAYOR	

**ATTEST:**

BY: _____	_____
ANGIE MARSHALL	DATE
ITS: DEPUTY CITY RECORDER	

**APPROVED AS TO FORM:**

BY: _____	_____
RODNEY ROWLETT, III	DATE
ITS: CITY ATTORNEY	

[THDA SIGNATURE PAGE TO FOLLOW]

[THDA SIGNATURE PAGE]

THDA:

TENNESSEE HOUSING DEVELOPMENT AGENCY

BY: \_\_\_\_\_

REBECCA CARTER

DATE \_\_\_\_\_

ITS: DIRECTOR OF COMMUNITY SERVICES



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing a License Agreement with the Tennessee Department of Environment and Conservation (TDEC) for Access to an Air Monitoring Station**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF- 97-2025  
Work Session: June 16, 2025  
First Reading: NA

Final Adoption: June 17, 2025  
Staff Work By: S. Catron  
Presentation By: Ryan McReynolds

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

For several years an air monitoring station was located on the property of Thomas Jefferson Elementary School. In 2002 the city entered into an agreement with the Department of Environment and Conservation (TDEC) to locate the air monitoring station at the current location on D Street, which is next to a parking lot across the street from the school facility.

The Department of Environment and Conservation (TDEC) is requesting an extension of the license for the period of July 1, 2025 through June 30, 2030, at no cost. Extending the license agreement authorizes TDEC's access to the property for the sole purpose of maintaining and operating the air monitoring station.

The board of education approved the use of the property for this purpose at their June 10, 2025 meeting.

#### **Attachments:**

1. Resolution
2. Agreement
3. Location Aerial Photo
4. Air Monitoring Station Photo
5. BOE Recommendation

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH  
THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND  
CONSERVATION; AND AUTHORIZING THE MAYOR TO  
EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS  
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE  
OF THE AGREEMENT

WHEREAS, for several years the Tennessee Department of Environment and Conservation (TDEC) has operated and maintained an air monitoring station located on city property on D Street; and

WHEREAS, TDEC requests an extension of the license agreement which authorizes the location of the air monitoring station for a term of five (5) years to commence July 1, 2025 and ending June 30, 2030.

WHEREAS, TDEC bears responsibility for the operation and maintenance of the air monitoring station and is granted access to the property for this purpose.

Now therefore,

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

SECTION I. That a License Agreement with Tennessee Department of Environment and Conservation (TDEC) 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 License Agreement with the Tennessee Department of Environment and Conservation (TDEC) 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:

**LICENSE AGREEMENT**

FOR AND IN CONSIDERATION of the mutual benefits accruing to the parties hereto, City of Kingsport (hereinafter referred to as "Licensor") hereby issues a License to the STATE OF TENNESSEE, Department of Environment and Conservation (hereinafter referred to as the "State") pursuant to the terms and conditions as follows:

1. PURPOSE – The State shall, at all times, have the right to enter upon the Premises (as defined below) for the sole purpose of establishing, operating, and maintaining an air monitoring station and any associated equipment (collectively the "Monitoring Station").

2. PREMISES – This License shall apply to the Licensor's property located in Sullivan County, Tennessee, with an address of 1657 D Street, Kingsport, Tennessee 37660 (the "Premises"). The Premises are further described in Deed Book 931C, Page 379, and as Map 016D, Parcel 039.00. The State shall establish its Monitoring Station within a fifteen (15) feet by twenty (20) feet tract situated on the Licensor's Premises as seen on the map attached to this License.

3. TERM – The term of this License shall cover the period from July 1, 2025 through June 30, 2030.

4. FEE – The State will not be required to pay the Licensor any compensation for the use of the Premises described in section 2 above.

5. TERMINATION – The Licensor agrees to allow the State to operate the Monitoring Station for the term specified in section 3 at the Premises with the option, in the State's sole discretion, to renew this License after the end of the term. If the State does not renew, or if this License is cancelled, the State will return the Premises to its original condition or as near thereto as reasonably possible

at the end of this License, excepting normal wear and tear, provided any damage was due to the State's actions in connection with this License. The State or Licensor may terminate the License after providing one hundred twenty (120) days written notice to the other party.

6. **LIABILITY** – Licensor assumes no responsibility for any incidents which may occur as a result of the Monitoring Station being on the Premises. Licensor will be responsible for any damage to the Monitoring Station caused by Licensor's actions, including Licensor's, or its agent's, negligence. The State will be liable for damages caused by its activities or the Monitoring Station to the extent permitted by the Tennessee Claims Commission Act, Tennessee Code Annotated Section 9-8-301 et seq.

7. **ASSIGNMENT** – This License shall not be transferred, conveyed, or assigned to another party without prior written consent from the non-transferring party. This License shall be binding on, and inure to the benefit of, the parties' approved heirs, representatives, successors, transferees, and assigns.

8. **STATE PROPERTY** – The Monitoring Station, and any other State-owned or State-controlled equipment on the Premises, is the sole and exclusive property of the State. Licensor may not remove or in any way disturb the State's equipment on the Premises without the State's prior written consent. Further, Licensor may not plant any trees or shrubs or construct any new structures within sixty-six (66) feet of the Monitoring Station, or take any action that would or may interfere with the operation of the Monitoring Station, without the prior written consent of the State.

9. **NOTICE** – All written notices required, or allowed, by this License from one party to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage paid, and addressed as follows:

**TO THE LICENSOR:**

Mr. Paul Montgomery,  
Mayor  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

**TO THE STATE:**

Dept. of Environment and  
Conservation Division of Air Pollution  
Control  
Davy Crockett Tower  
500 James Robertson Parkway, 7<sup>h</sup>  
Floor Nashville, TN 37243

10. **AMENDMENT** – This License may not be amended or superseded except by an agreement in writing executed by the parties

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of June, 2025.

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PAUL W. MONTGOMERY, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

THIS INSTRUMENT PREPARED BY:  
State of Tennessee  
Department of Environment and Conservation  
Division of Air Pollution Control  
Davy Crockett Tower  
500 James Robertson Parkway, 7<sup>th</sup> Floor  
Nashville, Tennessee 37243

Presented for review by: David King Environmental Program Manager on 04/01/2025.  
(Name and Title) (Date)

LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing to the parties hereto, City of Kingsport (hereinafter referred to as "Licensor") hereby issues a License to the STATE OF TENNESSEE, Department of Environment and Conservation (hereinafter referred to as the "State") pursuant to the terms and conditions as follows:

- 1. PURPOSE – The State shall, at all times, have the right to enter upon the Premises (as defined below) for the sole purpose of establishing, operating, and maintaining an air monitoring station and any associated equipment (collectively the "Monitoring Station").
- 2. PREMISES – This License shall apply to the Licensor's property located in Sullivan County, Tennessee, with an address of 1657 D Street, Kingsport, Tennessee 37660 (the "Premises"). The Premises are further described in Deed Book 931C, Page 379, and as Map 016D, Parcel 039.00. The State shall establish its Monitoring Station within a fifteen (15) feet by twenty (20) feet tract situated on the Licensor's Premises as seen on the map attached to this License.
- 3. TERM – The term of this License shall cover the period from July 1, 2025 through June 30, 2030.
- 4. FEE – The State will not be required to pay the Licensor any compensation for the use of the Premises described in section 2 above.
- 5. TERMINATION – The Licensor agrees to allow the State to operate the Monitoring Station for the term specified in section 3 at the Premises with the option, in the State's sole discretion, to renew this License after the end of the term. If the State does not renew, or if this License is cancelled, the State will return the Premises to its original condition or as near thereto as reasonably possible at the end of this License, excepting normal wear and tear, provided any damage was due to the State's actions in connection with this License. The State or Licensor may terminate the License after providing one hundred twenty (120) days written notice to the other party.
- 6. LIABILITY – Licensor assumes no responsibility for any incidents which may occur as a result of the Monitoring Station being on the Premises. Licensor will be responsible for any damage to the Monitoring Station caused by Licensor's actions, including Licensor's, or its agent's, negligence. The State will be liable for damages caused by its activities or the Monitoring Station to the extent permitted by the Tennessee Claims Commission Act, Tennessee Code Annotated Section 9-8-301 et seq.
- 7. ASSIGNMENT – This License shall not be transferred, conveyed, or assigned to another party without prior written consent from the non-transferring party. This License shall be binding on, and inure to the benefit of, the parties' approved heirs, representatives, successors, transferees, and assigns.
- 8. STATE PROPERTY – The Monitoring Station, and any other State-owned or State-controlled equipment on the Premises, is the sole and exclusive property of the State. Licensor may not remove or in any way disturb the State's equipment on the Premises without the State's prior written consent. Further, Licensor may not plant any trees or shrubs or construct any new structures within sixty-six (66) feet of the Monitoring Station, or take any action that would or may interfere with the operation of the Monitoring Station, without the prior written consent of the State.
- 9. NOTICE – All written notices required, or allowed, by this License from one party to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage paid, and addressed as follows:

TO THE LICENSOR:

Mr. Paul Montgomery, Mayor  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

TO THE STATE:

Dept. of Environment and Conservation  
Division of Air Pollution Control  
Davy Crockett Tower  
500 James Robertson Parkway, 7<sup>th</sup> Floor  
Nashville, TN 37243

- 10. AMENDMENT – This License may not be amended or superseded except by an agreement in writing executed by the parties.

**LICENSOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**STATE OF TENNESSEE**

\_\_\_\_\_  
Commissioner  
Department of Environment and Conservation

\_\_\_\_\_  
Date

This License Agreement is not valid unless approved and signed  
by the Commissioner or his/her designated representative.

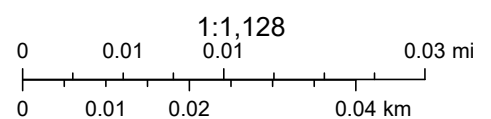


# Sullivan County - Parcel: 061D G 039.00



Date: May 27, 2025

County: SULLIVAN  
Owner: KINGSPORT CITY OF  
Address: D ST 1649  
Parcel ID: 061D G 039.00  
Deeded Acreage: 0  
Calculated Acreage: 0.48  
Vexcel Imagery Date: 2023



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Item XII2.





Item XII2.



TO: Board of Education  
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer *DJF*

DATE: June 10, 2025

SUBJECT: Recommendation to Extend TDEC Agreement Allowing Access to Property for  
Air Monitoring at Jefferson Elementary School

For many years the State of Tennessee Department of Environment and Conservation (TDEC) has maintained an air monitoring station on the property that is part of Thomas Jefferson Elementary School. In 2002 the city entered into an agreement with TDEC to locate the air monitoring station at the current location on D Street, which is next to a parking lot across the street from the school facility.

TDEC is requesting an extension of the license for the period of July 1, 2025 through June 30, 2030, at no cost. Extending the license agreement authorizes TDEC's access to the property for the sole purpose of maintaining and operating the air monitoring station.





## AGENDA ACTION FORM

### **Consideration of a resolution renewing the agreement with CORA Physical Therapy as the service provider for the Employee Physical Wellness Program.**

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

Action Form No.: AF-25-128  
Work Session: June 16, 2025  
First Reading: N/A

Final Adoption: June 17, 2025  
Staff Work By: Mike Wessely  
Presentation By: Tyra Copas

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#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

This resolution authorizes renewal of the agreement with CORA Physical Therapy which provides a physical wellness program for city employees. This program is available to all full-time and part-time employees through which licensed physical therapists provide employees with care for non-work related joint and muscular conditions as well as in depth physical therapy sessions after surgery. Additionally, the therapists develop at home exercise regiments based on the needs of the employee.

The current agreement between the city and CORA expires on June 30, 2025. The program is a valuable benefit to city employees with a total of 168 appointments scheduled through the month of May 2025. Employee feedback continues to be overwhelmingly positive regarding the program, with employees reporting improvements in their physical well-being.

The cost of the program for FY25 is projected to be less than \$9,000. Since awarding the program to CORA the City has significantly reduced the cost of the program. The renewal rate per visit will remain in-tact at \$46 per visit with a cost not to exceed \$15,000.

Funds for the program are included in the FY26 budget request under account 615-161-413-20-61.

#### **Attachments:**

1. Resolution

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RENEWING THE AGREEMENT WITH CORA PHYSICAL THERAPY FOR THE EMPLOYEE PHYSICAL WELLNESS PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, the city entered into a Letter of Understanding with CORA Physical Therapy on June 20, 2023 (Res. 2023-295), for selected services for city employees through the Employee Wellness Program; and

WHEREAS, through this program both full time and part time city employees receive care which includes but is not limited to physical therapy sessions and the development of in-home exercise regiments from licensed physical therapists for non-work related joint and muscular conditions; and

WHEREAS, both parties have determined the terms and conditions are agreeable and that it is beneficial to renew the parties agreement for an additional year; and

WHEREAS, funding for the program is identified in project number 615-1601-413-20-61.

Now therefore,

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

SECTION I. That the Letter of Understanding for selected services for city employees through the Employee Wellness Program with CORA Physical Therapy, is renewed for one additional year.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to renew the agreement for services with CORA Physical Therapy, 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:

Re: Letter of Agreement for Functional Capacity Evaluations and Impairment Ratings

I am pleased to present this Letter of Understanding to the City of Kingsport ("City of Kingsport") and initiating a relationship between our entities. CORA Health Services, Inc. ("CORA") would like to outline the services City of Kingsport may expect to receive in exchange for providing the services hereunder:

CORA Responsibilities:

- CORA shall provide a physical wellness and strengthening program for City of Kingsport employees, as requested by City of Kingsport.
- CORA shall provide these services during normal business hours at the CORA Physical Therapy Kingsport location (1825 N. Eastman Rd., Suite A Kingsport, TN 37664)
- CORA will require scheduled appointments for initial assessments as well as follow up appointments to be scheduled directly at the facility either in person or via phone (423) 390-8948

- CORA shall provide qualified Physical Therapists (PT), Physical Therapy Assistants (PTA), and or Athletic Trainers (ATC) educated in the field of rehabilitation and licensed by their respective licensing boards, who maintain an unlimited license to practice.
- CORA shall provide access to MedBridge (the mobile platform that maintains their exercise program and progression) to employees during the initial assessment.
- CORA shall bill City of Kingsport \$46/assessment and/or training session.
- CORA shall submit monthly invoices via email (michaelwessely@kingsporttn.gov) to the City of Kingsport Attn: Michael Wesley to include itemized documentation of the date of service, employee name, and employee job title.
- CORA shall not refuse to provide services to any employee on the grounds of race, color, sex, age, disability or national origin.
- CORA will maintain public liability and medical malpractice insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.
- CORA shall indemnify and hold City of Kingsport harmless from claims or causes of action from clients or third parties resulting from acts or omissions of CORA in performing all services hereunder.
- CORA shall acknowledge and maintain its obligations to comply with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA").

City of Kingsport Responsibilities:

- City of Kingsport will reimburse CORA \$46/assessment and/or training session.
- City of Kingsport will pay CORA within 30 days of receipt of invoice from CORA

The parties agree that at the expiry of the Initial Term of any subsequent renewed term, this Agreement shall be renewed for a further term of 12 months on the same terms and conditions as contained in this Agreement, unless written notice is given by one party to the other parties of its intention not to renew the Agreement at least 60 working days before the expiry of the Initial Term or any subsequent renewed term.

**BINDING AGREEMENT**

CORA and City of Kingsport agree that this Letter of Understanding is intended to create a binding obligation of the parties once signed by both parties.

If the foregoing accurately reflects your understanding, please date, sign and return the enclosed copy of this Letter of Understanding. In the event you do not accept this Letter of Understanding by July 15, 2025 the promise hereof will be null and void. We look forward to establishing this relationship with you.

[Acknowledgments Omitted for Inclusion in the Resolution]

**SECTION III.** That the Mayor is further authorized to make changes approved by the Mayor and 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 the action 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 17th day of June, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-164-2025  
Work Session: June 16, 2025  
First Reading: N/A

Final Adoption: June 17, 2025  
Staff Work By: Staff  
Presentation By: Ryan McReynolds

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#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

Tennessee's solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities. In June 1996, the City executed a contract in lieu of a performance bond. The present amount of financial assurance is \$2,534,012.12, based upon the previous amendment in June 2024. TDEC is requiring an amendment to the contract reflecting an inflationary increase of 2.4%. The new contract amount will be \$2,594,828.41.

#### **Attachments:**

1. Resolution
2. Memo
3. Amendment

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

WHEREAS, Tennessee's solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities; and

WHEREAS, in June 1996, the city executed a contract in lieu of a performance bond, and the present amount of financial assurance is \$2,275,158.26, which must be adjusted annually for inflation; and

WHEREAS, the new amount of financial assurance is \$2,594,828.41, and requires an amendment to the contract.

Now therefore,

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

SECTION I. That an amendment to the agreement with Tennessee Department of Environment and Conservation (TDEC) for the for the inflation adjustment for the financial assurance for the landfill, 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 Tennessee Department of Environment and Conservation (TDEC) for the for the inflation adjustment for the financial assurance for the landfill, 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:

**Amendment of Contract of Obligation in Lieu of Performance Bond (City)  
Department of Environment and Conservation, Division of Solid Waste Management**

1. This amendment is made by the City of Kingsport ("the City"), and the Tennessee Department of Environment and Conservation ("the Department") to the Contract of Obligation in Lieu of Performance Bond for proper operation, closure and/or post-closure of the City of Kingsport Demolition Landfill, Permit Number DML820000016 Phase 1 Area 2 only entered on or about 07/24/1996 ("the Contract").
2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:
3. The total penal sum of this contract is:
4. \$ 2,594,828.41
5. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.
6. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department

of Finance and Administration.

7. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.

8. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.

[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 17th day of June, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



STATE OF TENNESSEE  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

Financial Assurance Section  
Davy Crockett Tower, 6th Floor  
500 James Robertson Parkway  
Nashville, TN 37243  
615-969-7931  
TDEC.Financial.Assurance@tn.gov

The Honorable Paul W. Montgomery  
Mayor of the City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

RE: 2025 Annual Inflation Adjustment of the Financial Assurance for ***City of Kingsport Demolition Landfill***, Permit Number ***DML820000016 (Phase 1 Area 2 only)*** as required by the Regulations of TDEC's Division of Solid Waste Management

Dear Mayor Montgomery:

**All county and municipal "Contracts of Obligation in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.**

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U. S. Bureau of Economic Analysis in its Survey of Current Business.

The staff of TDEC's Division of Financial Assurance, utilizing data published by the U. S. Bureau of Economic Analysis, has projected the inflation factor to be used for **2025** inflation adjustments as **2.40%**. The amount of your financial assurance instrument(s) from the **Year 2024** must be multiplied by **1.0240**. The permitted facility and/or TDEC may reserve the right to adjust this figure later based upon revised data released by the U. S. Bureau of Economic Analysis during the year.

**Effective immediately, any County or Municipal Contract of Obligation in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00). This is a change from the previous threshold of Five Thousand Dollars (\$5,000.00). For example, if the inflation adjustment is \$4,000.00 in year one, \$5,000.00 in year two, and \$6,000.00 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000.00. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.**

Please review the amount(s) for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

## 2025 Inflation Adjustment(s)

Facility Permit #:	Financial Instrument Type & #:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance On File:	Inflation Adjustment/ Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total Required Amount of Financial Assurance:
DML820000016 Phase 1 Area 2 only	Contract	07/24/2025	\$ 2,534,012.12	\$ 60,816.28	\$ 0.00	\$ 2,594,828.41

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the **2025** annual inflation adjustment and/or post-closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

### PLEASE NOTE

- (1) If you currently have a financial assurance instrument on file with TDEC that was issued by a Commercial Financial Institution, that institution may consider this letter as TDEC's authorization for it to change the amount of the financial instrument(s) to the amount(s) specified in this letter for the specific permit(s) as listed.
- (2) If you have been advised by the TDEC Field Office that the required post-closure activities at a permitted site listed herein have not been performed to the satisfaction of the TDEC Field Office Staff, do not reduce your financial assurance instrument until the TDEC Field Office has approved the performance of the required post-closure work.

If you have any questions, please send an e-mail to [TDEC.Financial.Assurance@tn.gov](mailto:TDEC.Financial.Assurance@tn.gov), or call 615-969-7931. Please submit the inflation adjusted financial instrument(s) to the TDEC Division of Financial Assurance at the address listed on the letterhead as indicated above.

Respectfully,



Jennifer Gelfand  
TDEC Division of Financial Assurance

Enclosures: Annual Inflation Letter, Amendments to Contract of Obligation in Lieu of Performance Bond, Customer Information Spreadsheet

CC: Chris Lamb, Manager, TDEC Division of Solid Waste Management, Johnson City Field Office

**Amendment of Contract of Obligation in Lieu of Performance Bond (City)**  
**Department of Environment and Conservation, Division of Solid Waste Management**

1. This amendment is made by the City of **Kingsport** ("the City"), and the Tennessee Department of Environment and Conservation ("the Department") to the Contract of Obligation in Lieu of Performance Bond for proper operation, closure and/or post-closure of the **City of Kingsport Demolition Landfill**, Permit Number **DML820000016 Phase 1 Area 2 only** entered on or about **07/24/1996** ("the Contract").
2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:  
  
The total penal sum of this contract is:  
  
**\$ 2,594,828.41**
3. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.
4. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department of Finance and Administration.
5. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.
6. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.

On Behalf of the City of **Kingsport** \_\_\_\_\_

Printed Name: **Paul W. Montgomery** \_\_\_\_\_

Title: **Mayor** \_\_\_\_\_

Date: \_\_\_\_\_

On Behalf of the Tennessee Department of Finance and Administration

\_\_\_\_\_  
Jim Bryson, Commissioner  
Tennessee Department of Finance and Administration

Date: \_\_\_\_\_

On Behalf of the Tennessee Department of Environment and Conservation

\_\_\_\_\_  
David W. Salyers, P.E., Commissioner  
Tennessee Department of Environment and Conservation

Date: \_\_\_\_\_



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute an Order Form to Renew Subscriptions from Instructure, Inc. for Student Assessment Software**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-163-2025

Work Session: June 16, 2025

First Reading: N/A

Final Adoption: June 17, 2025

Staff Work By: Committee

Presentation By: David Frye

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#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

Approval of the accompanying resolution authorizes the renewal of subscriptions from Instructure, Inc. for student assessment software. The Instructure assessment software was previously selected based upon a request for proposals issued in 2024 and has been in use for the 2024 – 2025 school year.

The software subscription provides teachers for grades 2 – 11 with access to resources to develop assessments which will measure student mastery of state academic standards and to monitor academic growth and achievement of students. Additionally, Instructure develops district-paced benchmarks that provide valuable information to teachers for instructional planning that will align with TCAP and end of course assessments.

The cost for the software subscriptions will not exceed \$95,004.00 for the 2025-2026 school year. Funds will be from FY26 Schools General Purpose account 141-7250-773.03-22.

This action was approved by the Board of Education on June 10, 2025.

#### **Attachments:**

1. Resolution
2. Quote
3. Supplemental Information

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ORDER FORM TO RENEW SUBSCRIPTIONS FROM INSTRUCTURE, INC. FOR STUDENT ASSESSMENT SOFTWARE AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, Instructure, Inc., offers subscriptions to student assessment software which provides resources to teachers in grades 2 – 11 for the development of assessments to measure student mastery of state academic standards, monitor academic growth, and instructional plans that will align with TCAP and end of course assessments; and

WHEREAS, the City entered into an agreement for these software subscriptions on April 17, 2024 which is set to expire; and

WHEREAS, the Board of Education recommends renewing the software subscriptions for the 2025-2026 school year; and

WHEREAS, the total cost for the subscription for fiscal year 2026 will not to exceed \$95,004.00; and

WHEREAS, funding is identified in the FY26 School GP account 141-7250-773.03-22.

Now therefore,

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

SECTION I. That the renewal of the student assessment software subscriptions from Instructure, Inc., for the Kingsport City Schools 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 Instructure, Inc., Services Order Form Q-453854-1, and to execute any and all other documents necessary and proper to renew the subscription, to deliver the documents 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 this resolution.

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

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

ADOPTED this the 17th day of June, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY





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

## Order Form

Order: Q-453854-1

Date: 2025-05-16

Order Valid Through: 2025-06-30

### Order Form for Kingsport City Schools

#### Bill to Information

**Entity Name:** Kingsport City Schools  
**Address:** 400 Clinchfield Street, Suite 200  
**City:** Kingsport  
**State/Province:** Tennessee  
**Zip/Postal Code:** 37660  
**Country:** United States

#### Billing Contact

**Name:**

**Email:**

**Phone:**

#### Ship to Information

**Entity Name:** Kingsport City Schools  
**Address:** 400 Clinchfield Street, Suite 200  
**City:** Kingsport  
**State/Province:** Tennessee  
**Zip/Postal Code:** 37660  
**Country:** United States

#### Shipping Contact

**Name:** Michael Hubbard

**Email:** mhubbard@k12k.com

**Phone:** +1 423 378 2100

#### Billing Information

**Billing Frequency:** Annually Upfront Upon Start Date

**Billing Frequency Term:** Non-recurring items will be invoiced upon signing. Recurring items will be invoiced on the subscription start date.

**Payment Terms:** Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S7	Item Bank - Mastery All 4 Subjects & Mastery View Bundle	2025-07-01	2026-06-30	Recurring	User	5,200	USD 3.72	USD 19,344.00
S6	Individual Student Reports	2025-07-01	2026-06-30	Recurring	User	5,200	USD 0.25	USD 1,300.00
S5	Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - ELA;Math - 2	2025-07-01	2026-06-30	Recurring	User	550	USD 8.49	USD 4,669.50
S4	Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 3;4;5;6;7;8;9;10;11	2025-07-01	2026-06-30	Recurring	User	4,650	USD 8.49	USD 39,478.50
S1	Mastery Connect Bundled Subscription	2025-07-01	2026-06-30	Recurring	User	5,200	USD 5.81	USD 30,212.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 95,004.00	USD 0.00	USD 95,004.00
Total	USD 95,004.00	USD 0.00	USD 95,004.00

Reference	Products	Description
S12	Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Item XII5.

Products	Description	Qty
Mastery Item Bank Subscription	Mastery Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	5,200.00
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	5,200.00
Individual Student Reports	Mastery View Individual Student Reports	5,200.00
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - ELA;Math - 2	Mastery View Predictive Assessments - Grade Levels	550.00
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 3;4;5;6;7;8;9;10;11	Mastery View Predictive Assessments - Grade Levels	4,650.00
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	5,200.00
Mastery Connect Subscription	Mastery Connect - Subscription	5,200.00

#### **Quote Special Terms**

Recurring items on this Order Form (other than any 3<sup>rd</sup> Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of **5%** unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

**User Clause:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

**User Typical Use Clause:** In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

**Payment Terms - Renewal Order Form:** In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

#### **Terms and Conditions**

**Governing Terms:** This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/mastertermsconditions>

**Data Processing Addendum:** The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

**Conflict Clause:** In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

#### **Notes:**

This quote is for Mastery View Predictive Assessments for grades 2-11 and Mastery Item bank/ Mastery Item bank Supplemental. Assessments will be delivered via Mastery Connect (with GradeCam).

Grade 2 = ELA and Math

Grades 3-5 = ELA, Math, and Science

Grades 6-8 = ELA, Math (including middle school Algebra I and Geometry) , Science, and SS

High School = 3 test a year (traditional) or 2 tests a semester (block) in Standard English I and II, Algebra I, Geometry, and Biology.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax:
Please Enter (Yes or No):	
If Yes, please enter PO Number:	Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

**Kingsport City Schools**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructure, Inc. (USA/CAN)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Master Terms and Conditions

*Effective as of June 1, 2024*

These terms and conditions apply to the provision of the products or services identified on the Order Form by the Instructure entity identified on such Order Form ("Instructure") to the customer entity identified on such Order Form ("Customer"). An "Order Form" means any order for the provision of products or services signed by Customer. These terms and any applicable supplement related thereto (each a "Supplement") are incorporated into the Order Form and together with the Order Form, form the "Agreement." Supplements, which can be found here: <https://www.instructure.com/policies/product-supplements>, apply to the extent that the applicable product and/or feature is listed on the Order Form and/or utilized by Customer. To the extent there is any conflict between the Order Form, these Master Terms and Conditions, or any Supplement related thereto, such conflict shall be resolved pursuant to the following order of precedence: (i) the Order Form, (ii) any applicable Supplement, and (iii) these Master Terms and Conditions. Instructure and Customer are referred to in this Agreement each as a "party" and together as the "parties."

1. **Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) (together with any other products and services identified in the Order Form, collectively the "**Service**") for the duration of such Order Form. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("**Support**") pursuant to the terms described on the Order Form. For purposes of this Agreement, "**User**" means an individual who is authorized by the Customer to use the Service and for whom the Customer has purchased a subscription.
2. **Service Restrictions.** Prohibited uses of the Service shall include: (a) selling, sublicensing, or otherwise transferring or providing access to the Service, or any output from the Service, to any third party except as expressly authorized under this Agreement; (b) using or accessing the Service for competitive purposes; (c) copying, modifying, adapting, or creating derivative works from any feature, function, interface, or graphic in the Service; (d) removing or modifying Instructure's policies, notices or proprietary markings displayed within the Service or on output from the Service; (e) using, interfering with, overloading, probing, scanning, disrupting, altering, translating, or modifying the Service, or circumventing the integrity, security or performance of the Service; (g) permitting direct or indirect access to or using the Service in a way that circumvents the contractual usage limit; (h) attempting to gain unauthorized access to the Service, its related systems or networks ; (i) using the Service to store or transmit any malicious code or data, infringing, libelous, or otherwise unlawful or tortious material, or material which violates any third-party privacy rights; (j) modifying, reverse engineering, decompiling, disassembling, decrypting, extracting, or otherwise attempting to derive or determine the source code, underlying ideas, algorithms, structure, organization, or training data associated with the Service; or (k) using the Service to distribute software or tools that gather information, distribute advertisements, or engaging in conduct that may result in retaliation against Instructure or its data, systems, or networks. Violation of any of the foregoing prohibitions by Customer or its Users will be a material breach of this Agreement. Use and access to the Application Program Interface ("**API**") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.
3. **Customer Responsibilities.** Customer shall have sole responsibility for the use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "**AUP**"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; and (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service.
4. **Customer Representations.** Customer represents that (a) it has the power and authority to validly enter into this Agreement and to fulfill its obligations hereunder; (b) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation; (c) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of Instructure in connection with this Agreement; and (e) it is financially solvent and has the ability to perform its obligations hereunder.
5. **Instructure Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (b) the Service will materially conform to its then-current documentation. In the event of a breach of the foregoing warranties, Instructure shall, as Customer's sole and exclusive remedy, and at Instructure's sole discretion, either (i) correct such breach or (ii) provide Customer with a refund of the fees paid attributed to the affected Service. Customer must notify Instructure in writing of any such breach within thirty (30) days of its discovery in order to receive such warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION

5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUTURE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUTURE DOES NOT WARRANT: (A) THE FUNCTIONALITY OR FEATURES OF ANY THIRD-PARTY SERVICE USED IN CONNECTION WITH THE SERVICE; (B) THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (C) THE VALIDITY, FAIRNESS OR QUALITY OF ANY CONTENT PROVIDED BY INSTRUTURE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUTURE IN THIS SECTION 5.

6. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees specified in each Order Form (“**Fees**”) annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instruture reserves the right (in addition to any other rights or remedies Instruture may have) to discontinue the Service and to suspend all Users’ and Customers’ access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement or an Order form, (a) payment obligations are non-cancelable and all Fees paid are non-refundable; (b) fees are based on subscriptions purchased and not actual usage; and (c) quantities purchased cannot be decreased during the relevant subscription term.
7. **Service Standard.** Instruture will use commercially reasonable efforts to make each Service identified in the Order Form as a subscription (a “**Subscription Service**”) available with an annual uptime percentage of at least 99.9% (“**Subscription Service Commitment**”). In the event Instruture does not meet the Subscription Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Subscription Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Subscription Service was unavailable below the Subscription Service Commitment and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer’s initial use of the Subscription Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Subscription Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure events, and outages that result from any technology issue not originating from Instruture. Customer’s sole and exclusive remedy for breach of the Subscription Service Commitment in this Section 7 will be for Instruture to provide a credit as outlined in this Section 7 and only on the condition that Customer notifies Instruture in writing of such claim within thirty (30) days of becoming eligible for such claim.
8. **Compliance.** Each party shall comply with all applicable laws and regulations with respect to its activities under this Agreement, including, without limitation, (a) any and all applicable export control laws and restrictions; and (b) any laws pertaining to personally identifiable information from records that are subject to applicable privacy laws (“**Personal Information**”).
9. **Customer Content.** As between Instruture and Customer, the information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded or created by a User through the Service (collectively, “**Customer Content**”) remain the sole property and responsibility of Customer. Customer hereby agrees that Instruture and its suppliers and licensors may access, use, or otherwise display any and all Customer Content as necessary to provide Customer and/or Users with access to and use of the Service, and to improve the Service.
10. **Usage Data.** Customer agrees that statistical and analytical data related to Instruture’s provision of the Service or Customer’s use and interactions with the Service (e.g., browsing history, inputs, outputs, feedback), and de-identified Customer Content (collectively, “**Usage Data**”) is owned by Instruture, and may be used by Instruture for any lawful purpose not otherwise excluded by this Agreement. Such Usage Data will only be used in its aggregated form and shall not include any information that identifies or can be reasonably used to identify an individual person.
11. **Limitation of Liability.** NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY’S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY’S INDEMNITY OBLIGATIONS IN SECTION 16.1 OR CUSTOMER’S PAYMENT OBLIGATIONS, EACH PARTY’S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES Item XII.5. OF OR RELATED TO THIS AGREEMENT (WHETHER IN

CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

**12. Confidentiality.**

1. **Definition of Confidential Information.** Each party acknowledges that it, or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**"), or Instructure's licensors, may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates or Instructure's licensors (in such capacity, the "**Receiving Party**") in the performance of this Agreement. As used herein, "**Confidential Information**" includes, without limitation, any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trademarks, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure or Instructure's licensors.
  2. **Protection of Confidential Information.** The Receiving Party shall: (a) protect the Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care); (b) keep the Confidential Information disclosed by the other party confidential; (c) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (d) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law.
  3. **Exclusions.** Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is rightfully received by the Receiving Party from a third party without knowledge of breach of any obligation owed to the Disclosing Party; (d) was independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (e) is identified by the Disclosing Party in writing as no longer confidential and proprietary.
  4. **Compelled Disclosure.** Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party, at the Disclosing Party's cost, an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy.
- 13. Instructure Proprietary Assets and Rights.** As between Customer and Instructure, Instructure owns and shall retain all right, title, and interest in: (a) the Service; (b) all improvements, changes, enhancements, translations and components, source code, object code, documentation, criteria, designs, report formats, know-how, underlying ideas, algorithms, or structure associated with the Service; (c) all other proprietary materials of Instructure and/or its licensors; (d) all individual questions on any assessment, as well as all revisions, modifications, translations, or other adaptations or transformations thereof; and (e) all intellectual property related to the aforementioned, including, but not limited to, all copyrights, patents, trademarks and trade names, and trade secrets ("**Instructure Intellectual Property**"). The Instructure Intellectual Property is and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify any Instructure Intellectual Property.
- 14. Term and Termination.** The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 14. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function, Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 11, 12, 13, 14, 16, 17, 19, and 21).

15. **Suspension of Service.** Instructure may suspend a Customer's access (and/or any of its User's access) to the Service for a violation of Sections 2 (Customer Restrictions) or 3 (Customer Responsibilities) of this Agreement, including any violation of Instructure's API Policy or AUP, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section.
16. **Indemnification.**
1. Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if any Fees remain unpaid after they become due or where such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service, including any use of the Service by unauthorized users or after the termination of the Agreement; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. The aforesaid remedies are the Customer's sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights relating to the Service. To the extent not prohibited by applicable law, Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (x) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.
  2. The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.
17. **Non-Performance and Relief; Force Majeure.** Either party may apply to a court of competent jurisdiction for injunctive or other appropriate equitable relief restraining any threatened or actual breach of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Instructure will not be liable for failure or delay in its performance to the extent caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, pandemics, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures.
18. **Notices.** Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to [legal@instructure.com](mailto:legal@instructure.com).
19. **Choice of Law.** To the extent that the Instructure entity identified on the Order Form is Instructure, Inc., this Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware, without regard to principles of conflict of laws. To the extent that the Instructure entity identified on the Order Form is Instructure Global Limited, this Agreement shall be interpreted, governed, and construed by the laws of England and Wales without regard to principles of conflict of laws and the parties hereby submit to the exclusive jurisdiction of the English courts.
20. **Modifications to the Agreement.** Instructure may modify this Agreement at any time by posting a revised version on Instructure's website. By continuing to use the Service after the effective date of any modifications, Customer consents to be bound by the modified terms. To the extent Instructure determines that such modification results in Instructure

engaging in more permissive data practices, or materially changes Customers' rights or obligations, Instructure will notify Customer of the modifications in writing, such as by e-mail.

21. **General.** Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Other than in respect of Instructure's Affiliates, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name and logo in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies.



## Product and Feature-Specific Supplements to Instructure's Master Terms and Conditions

The below supplemental terms and conditions (each a "Supplement") apply to the extent that Customer purchases the corresponding product on an Order Form and/or utilizes the corresponding product features. These Supplements are incorporated into the Order Form and Instructure's Master Terms and Conditions located here: <https://www.instructure.com/policies/masterterms-conditions>, and together, form the "**Agreement**." Any capitalized terms used but not defined in any of the below Supplements shall have the meaning ascribed to such term in the Master Terms and Conditions.

### Mastery Item Bank Product Supplement

This Mastery Item Bank Product Supplement applies to and governs one or multiple of Instructure's Services identified on the Order Form as a Mastery Item Bank Service (each, an "**Item Bank**" and together, the "**Item Banks**").

**1. Item Bank License.** Subject to the terms of this Agreement, Instructure grants to Customer a license to access and use the Item Bank product offerings set forth on the Order Form for the term specified on the Order Form for noncommercial purposes and only for students registered within Customer's schools/district(s) (the "**Territory**") for the sole purpose of performing formative assessments of those students (the "**Item Bank License**"). Pursuant to the Item Bank License, Customer acknowledges and agrees that certain parts of the Item Bank(s) may include material licensed by third parties to Instructure ("**Third-Party Content**") and that Instructure's rights in and to such Third-Party Content may not extend to Customer's Territory or may expire or otherwise terminate during the term of the Item Bank License. Any rights in and to Third-Party Content will at all times be limited and subject to Instructure's rights in and to the respective Third-Party Content, notwithstanding anything to the contrary in this Agreement. Throughout the term of the Item Bank License, Instructure will have the right, at its sole discretion, to modify the Item Bank(s), and to delete, and require the deletion by Customer, of specific Items and/or passages from the Item Bank(s).

**2. Customer Item Bank Restrictions.** Customer Agrees not to use the Item Bank(s): (1) unless Customer is an elementary, middle, and/or secondary school or school district in the United States, a state education agency or a state authorized educational information/service center that provides services and/or software to local educational entities), or a school outside of the United States using a United States based curriculum for English-speaking students; or (2) to promote any items in the Item Bank(s) as high-stakes assessments, where the results of high-stakes assessments are used for purposes other than improving instruction and student learning, such as graduation tests,

college admissions tests and teacher evaluation assessments. The Item Bank(s) in its/their entirety is/are protected by copyright laws. All rights, licenses and privileges not expressly granted to Customer under the Item Bank License will remain exclusive to Instructure. Without limiting the generality of the foregoing, Customer acknowledges that Instructure retains all rights under copyright and all other intellectual property rights in and to the Item Bank(s), all items included therein, all revisions, modifications, translations, or other adaptations or transformations of the Item Bank(s), including assessments, and other derivative works created there from (collectively the “**Derivative Works**”).

**3. Termination of Item Bank License.** Upon any termination of the Item Bank License granted hereunder, Customer’s access to the Item Bank(s) will be disabled and Customer and its Users must cease using such Item Bank(s) and all Derivative Works, including any printed copies of items and/or Derivative Works.

### **Mastery View Assessment Product Supplement**

This Mastery View Assessment Product Supplement applies to and governs one or multiple of Instructure’s Services identified on the Order Form as a Mastery View Assessment Service (each, an “**Mastery View Assessment**” and together, the “**Mastery View Assessments**”).

**1. Customer Mastery View Assessments Restrictions.** Mastery View Assessments delivered via paper/pencil format or online through any delivery platform cannot be shared, duplicated, or reproduced in part or in whole without written permission of Instructure. Use of Mastery View Assessments is limited to students registered within the Customer’s schools/districts during the academic year in which the Mastery View Assessments are initially delivered for the sole purpose of delivering formative assessments to those students. Customer’s right to access and use Mastery View Assessments in paper or electronic format shall be limited to use in Customer’s classrooms and shall be limited to review and instructional purposes for those registered students within such classroom in the academic year of assessment delivery. **The Customer does NOT have any right to reproduce the tests in whole nor to dissect and reproduce any questions from the Mastery View Assessments individually; distribute copies of the assessments in whole or any individual questions from the assessment; prepare derivative works of the assessments or the questions individually; import or otherwise load the assessments in whole or any of the questions individually to any internal or external item bank or question data warehouse; upload any assessments in whole or questions individually to any platform partner “community boards”; or publicly display the assessments or questions outside Customer’s classrooms.**



## AGENDA ACTION FORM

### **Consideration of a Resolution Authorizing the Mayor to Execute an Order Form to Renew the Subscription for the Canvas Software Platform with Instructure, Inc.**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-166-2025

Work Session: June 16, 2025

First Reading: N/A

Final Adoption: June 17, 2025

Staff Work By: Committee

Presentation By: David Frye

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#### **Recommendation:**

Approve the resolution.

#### **Executive Summary:**

Adoption of the accompanying resolution authorizes the renewal of the subscription for the Canvas software platform with Instructure Inc.

Canvas is a software platform that helps educators manage and organize their online courses, as well as facilitate online learning and communication between students and teachers. For example, an instructor using Canvas can create a course, upload lecture materials (such as videos, slides, and readings), and set up assignments and quizzes for students to complete. Students can then access these materials, submit their work, and receive feedback from the instructor through the platform.

The renewal period is for two years with the cost not to exceed \$72,782.51 in fiscal year 2026 and the cost not to exceed \$76,634.56 in fiscal year 2027. Funding will be in the Schools General Purpose C & I account 141-7145-711.04-29.

The Board of Education approved this action on June 10, 2025.

#### **Attachments:**

1. Resolution
2. Quote
3. Supplemental Information

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ORDER FORM TO RENEW THE CANVAS SOFTWARE SUBSCRIPTION FROM INSTRUCTURE, INC. FOR KINGSPORT CITY SCHOOLS AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFETUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, Kingsport City Schools would like to continue to use the Canvas software program purchased from Instructure, Inc.; and

WHEREAS, Canvas is a software platform that helps educators manage and organize their online courses, as well as facilitate online learning and communication between students and teachers; and

WHEREAS, Teachers use Canvas to create a course, upload lecture materials (such as videos, slides, and readings), and set up assignments and quizzes for students to complete; students can then access these materials, submit their work, and receive feedback from the teacher through the software program; and

WHEREAS, the purchase price for FY2026 is \$72,782.51 and FY2027 is \$76,634.56; and

WHEREAS, funding will come from the Schools General Purpose Curriculum & Instruction account 141-7145-711.04-29; and

WHEREAS, the Board of Education approved the renewal on June 10, 2025.

Now therefore,

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

SECTION I. That the renewal of the Canvas software subscription from Instructure, Inc., for the Kingsport City Schools 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 Instructure, Inc., Services Order Form Q-380530-1, and to execute any and all other necessary documents, to deliver the documents 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 changes approved by the Mayor and 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 public.

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

ADOPTED this the 17th day of June, 2025.

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PAUL W. MONTGOMERY, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



## Services Order Form

Order #: Q-380530-1  
Date: 2024-12-20  
Offer Valid Through: 2025-06-30

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

### Order Form For Kingsport City Schools

Address: 400 Clinchfield Street, Suite 200  
City: Kingsport  
State/Province: Tennessee  
Zip/Postal Code: 37660  
Country: United States

#### Order Information

Billing Frequency: Annually Upfront Upon Start Date  
Payment Terms: Net 30

#### Billing Contact

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

#### Primary Contact

Name: Brian Cinnamon  
Email: bcinnamon@k12k.com  
Phone: +1 423 378 2100

#### Billing Frequency Term:

Non-recurring items will be invoiced upon signing. Recurring items will be invoiced on the subscription start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2025-07-01	2026-06-30	User	8,338	USD 43,440.98	USD 43,440.98
24x7 Tier 1 Support (Faculty Only)	2025-07-01	2026-06-30	30% of Subscription (Minimums Apply)	1	USD 13,032.29	USD 13,032.29
Canvas Studio Cloud Subscription	2025-07-01	2026-06-30	User	8,338	USD 16,509.24	USD 16,509.24
Recurring Sub-Total						USD 72,982.51
Year 1 Total						USD 72,982.51

Year 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2026-07-01	2027-06-30	User	8,338	USD 45,608.86	USD 45,608.86

Description	Start Date	End Date	Metric	Qty	Price	Amount
24x7 Tier 1 Support (Faculty Only)	2026-07-01	2027-06-30	30% of Subscription (Minimums Apply)	1	USD 13,682.66	USD 13,682.66
Canvas Studio Cloud Subscription	2026-07-01	2027-06-30	User	8,338	USD 17,343.04	USD 17,343.04
Recurring Sub-Total						USD 76,634.56
Year 2 Total						USD 76,634.56
Grand Total:						USD 149,617.07

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	8,338
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500 USD)	N/A	1
Canvas Studio Cloud Subscription	Canvas Studio - K-12 Subscription (User)	N/A	8,338

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

#### Metrics and Descriptions:

**User:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:  
Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

#### Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:  
<https://www.instructure.com/policies/mastertermsconditions>.

Product Specific Supplements which can be found here:<https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing-addendum>

#### Auto Renewal Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 5% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a></i>
If yes, please enter PO Number: _____	1

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.



**Kingsport City Schools**

Signature:	
Name:	
Title:	
Date:	

**Instructure, Inc.**

Signature:	
Name:	
Title:	
Date:	

# Master Terms and Conditions

Effective as of June 1, 2024

These terms and conditions apply to the provision of the products or services identified on the Order Form by the Instructure entity identified on such Order Form ("Instructure") to the customer entity identified on such Order Form ("Customer"). An "Order Form" means any order for the provision of products or services signed by Customer. These terms and any applicable supplement related thereto (each a "Supplement") are incorporated into the Order Form and together with the Order Form, form the "Agreement." Supplements, which can be found here: <https://www.instructure.com/policies/product-supplements>, apply to the extent that the applicable product and/or feature is listed on the Order Form and/or utilized by Customer. To the extent there is any conflict between the Order Form, these Master Terms and Conditions, or any Supplement related thereto, such conflict shall be resolved pursuant to the following order of precedence: (i) the Order Form, (ii) any applicable Supplement, and (iii) these Master Terms and Conditions. Instructure and Customer are referred to in this Agreement each as a "party" and together as the "parties."

1. **Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) (together with any other products and services identified in the Order Form, collectively the "**Service**") for the duration of such Order Form. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("**Support**") pursuant to the terms described on the Order Form. For purposes of this Agreement, "**User**" means an individual who is authorized by the Customer to use the Service and for whom the Customer has purchased a subscription.
2. **Service Restrictions.** Prohibited uses of the Service shall include: (a) selling, sublicensing, or otherwise transferring or providing access to the Service, or any output from the Service, to any third party except as expressly authorized under this Agreement; (b) using or accessing the Service for competitive purposes; (c) copying, modifying, adapting, or creating derivative works from any feature, function, interface, or graphic in the Service; (d) removing or modifying Instructure's policies, notices or proprietary markings displayed within the Service or on output from the Service; (e) using, interfering with, overloading, probing, scanning, disrupting, altering, translating, or modifying the Service, or circumventing the integrity, security or performance of the Service; (g) permitting direct or indirect access to or using the Service in a way that circumvents the contractual usage limit; (h) attempting to gain unauthorized access to the Service, its related systems or networks ; (i) using the Service to store or transmit any malicious code or data, infringing, libelous, or otherwise unlawful or tortious material, or material which violates any third-party privacy rights; (j) modifying, reverse engineering, decompiling, disassembling, decrypting, extracting, or otherwise attempting to derive or determine the source code, underlying ideas, algorithms, structure, organization, or training data associated with the Service; or (k) using the Service to distribute software or tools that gather information, distribute advertisements, or engaging in conduct that may result in retaliation against Instructure or its data, systems, or networks. Violation of any of the foregoing prohibitions by Customer or its Users will be a material breach of this Agreement. Use and access to the Application Program Interface ("**API**") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.
3. **Customer Responsibilities.** Customer shall have sole responsibility for the use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "**AUP**"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; and (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service.
4. **Customer Representations.** Customer represents that (a) it has the power and authority to validly enter into this Agreement and to fulfill its obligations hereunder; (b) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation; (c) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of Instructure in connection with this Agreement; and (e) it is financially solvent and has the ability to perform its obligations hereunder.
5. **Instructure Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (b) the Service will materially conform to its then-current documentation. In the event of a breach of the foregoing warranties, Instructure shall, as Customer's sole and exclusive remedy, and at Instructure's sole discretion, either (i) correct such breach or (ii) provide Customer with a refund of the fees paid attributed to the affected Service. Customer must notify Instructure in writing of any such breach within thirty (30) days of its discovery in order to receive such warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION

5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUTURE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUTURE DOES NOT WARRANT: (A) THE FUNCTIONALITY OR FEATURES OF ANY THIRD-PARTY SERVICE USED IN CONNECTION WITH THE SERVICE; (B) THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (C) THE VALIDITY, FAIRNESS OR QUALITY OF ANY CONTENT PROVIDED BY INSTRUTURE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUTURE IN THIS SECTION 5.

6. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees specified in each Order Form (“**Fees**”) annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instruture reserves the right (in addition to any other rights or remedies Instruture may have) to discontinue the Service and to suspend all Users’ and Customers’ access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement or an Order form, (a) payment obligations are non-cancelable and all Fees paid are non-refundable; (b) fees are based on subscriptions purchased and not actual usage; and (c) quantities purchased cannot be decreased during the relevant subscription term.
7. **Service Standard.** Instruture will use commercially reasonable efforts to make each Service identified in the Order Form as a subscription (a “**Subscription Service**”) available with an annual uptime percentage of at least 99.9% (“**Subscription Service Commitment**”). In the event Instruture does not meet the Subscription Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Subscription Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Subscription Service was unavailable below the Subscription Service Commitment and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer’s initial use of the Subscription Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Subscription Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure events, and outages that result from any technology issue not originating from Instruture. Customer’s sole and exclusive remedy for breach of the Subscription Service Commitment in this Section 7 will be for Instruture to provide a credit as outlined in this Section 7 and only on the condition that Customer notifies Instruture in writing of such claim within thirty (30) days of becoming eligible for such claim.
8. **Compliance.** Each party shall comply with all applicable laws and regulations with respect to its activities under this Agreement, including, without limitation, (a) any and all applicable export control laws and restrictions; and (b) any laws pertaining to personally identifiable information from records that are subject to applicable privacy laws (“**Personal Information**”).
9. **Customer Content.** As between Instruture and Customer, the information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded or created by a User through the Service (collectively, “**Customer Content**”) remain the sole property and responsibility of Customer. Customer hereby agrees that Instruture and its suppliers and licensors may access, use, or otherwise display any and all Customer Content as necessary to provide Customer and/or Users with access to and use of the Service, and to improve the Service.
10. **Usage Data.** Customer agrees that statistical and analytical data related to Instruture’s provision of the Service or Customer’s use and interactions with the Service (e.g., browsing history, inputs, outputs, feedback), and de-identified Customer Content (collectively, “**Usage Data**”) is owned by Instruture, and may be used by Instruture for any lawful purpose not otherwise excluded by this Agreement. Such Usage Data will only be used in its aggregated form and shall not include any information that identifies or can be reasonably used to identify an individual person.
11. **Limitation of Liability.** NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY’S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY’S INDEMNITY OBLIGATIONS IN SECTION 16.1 OR CUSTOMER’S PAYMENT OBLIGATIONS, EACH PARTY’S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES Item XII.6. OF OR RELATED TO THIS AGREEMENT (WHETHER IN

CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

**12. Confidentiality.**

1. **Definition of Confidential Information.** Each party acknowledges that it, or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "Affiliate"), or Instructure's licensors, may disclose (in such capacity the "Disclosing Party") Confidential Information to the other party or its Affiliates or Instructure's licensors (in such capacity, the "Receiving Party") in the performance of this Agreement. As used herein, "Confidential Information" includes, without limitation, any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trademarks, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure or Instructure's licensors.
  2. **Protection of Confidential Information.** The Receiving Party shall: (a) protect the Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care); (b) keep the Confidential Information disclosed by the other party confidential; (c) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (d) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law.
  3. **Exclusions.** Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is rightfully received by the Receiving Party from a third party without knowledge of breach of any obligation owed to the Disclosing Party; (d) was independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (e) is identified by the Disclosing Party in writing as no longer confidential and proprietary.
  4. **Compelled Disclosure.** Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party, at the Disclosing Party's cost, an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy.
- 13. Instructure Proprietary Assets and Rights.** As between Customer and Instructure, Instructure owns and shall retain all right, title, and interest in: (a) the Service; (b) all improvements, changes, enhancements, translations and components, source code, object code, documentation, criteria, designs, report formats, know-how, underlying ideas, algorithms, or structure associated with the Service; (c) all other proprietary materials of Instructure and/or its licensors; (d) all individual questions on any assessment, as well as all revisions, modifications, translations, or other adaptations or transformations thereof; and (e) all intellectual property related to the aforementioned, including, but not limited to, all copyrights, patents, trademarks and trade names, and trade secrets ("**Instructure Intellectual Property**"). The Instructure Intellectual Property is and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify any Instructure Intellectual Property.
- 14. Term and Termination.** The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 14. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function, Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 11, 12, 13, 14, 16, 17, 19, and 21).

15. **Suspension of Service.** Instructure may suspend a Customer's access (and/or any of its User's access) to the Service for a violation of Sections 2 (Customer Restrictions) or 3 (Customer Responsibilities) of this Agreement, including any violation of Instructure's API Policy or AUP, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section.
16. **Indemnification.**
1. Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if any Fees remain unpaid after they become due or where such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service, including any use of the Service by unauthorized users or after the termination of the Agreement; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. The aforesaid remedies are the Customer's sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights relating to the Service. To the extent not prohibited by applicable law, Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (x) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.
  2. The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.
17. **Non-Performance and Relief; Force Majeure.** Either party may apply to a court of competent jurisdiction for injunctive or other appropriate equitable relief restraining any threatened or actual breach of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Instructure will not be liable for failure or delay in its performance to the extent caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, pandemics, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures.
18. **Notices.** Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to [legal@instructure.com](mailto:legal@instructure.com).
19. **Choice of Law.** To the extent that the Instructure entity identified on the Order Form is Instructure, Inc., this Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware, without regard to principles of conflict of laws. To the extent that the Instructure entity identified on the Order Form is Instructure Global Limited, this Agreement shall be interpreted, governed, and construed by the laws of England and Wales without regard to principles of conflict of laws and the parties hereby submit to the exclusive jurisdiction of the English courts.
20. **Modifications to the Agreement.** Instructure may modify this Agreement at any time by posting a revised version on Instructure's website. By continuing to use the Service after the effective date of any modifications, Customer consents to be bound by the modified terms. To the extent Instructure determines that such modification results in Instructure

engaging in more permissive data practices, or materially changes Customers' rights or obligations, Instructure will notify Customer of the modifications in writing, such as by e-mail.

21. **General.** Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Other than in respect of Instructure's Affiliates, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name and logo in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies.