



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, June 04, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Morris, Budget Director
Scott Boyd, 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

III. INVOCATION

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

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.

VI. APPOINTMENTS

VII. APPROVAL OF MINUTES

- [1.](#) May 13, 2024 - Budget Work Session
- [2.](#) May 16, 2024 - Budget Work Session
- [3.](#) May 20, 2024 - Work Session
- [4.](#) May 21, 2024 - Business Meeting

VIII. 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 speakers 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 Amend Zoning of Tax Map 046N, Group H, Parcel 016.00 Located Along East Center Street from the R-1B, Residential District to B-1, Neighborhood Business District (AF-145-2024) (Jessica McMurray)
- [2.](#) Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 094, Parcels 014.50 and 015.00 Located Along Airport Parkway from the MX, Mixed Use District to PD, Planned Development District (AF-146-2024) (Jessica McMurray)
- [3.](#) Public Hearing to Conduct the Six Month Plan of Services Update for the Jan Way Annexation (AF-164-2024) (Ken Weems)
- [4.](#) Public Hearing and Consideration of an Ordinance to Adopt the FY 2024-2025 Budget (AF-157-2024) (Chris McCartt)
- [5.](#) Public Hearing and Consideration of an Ordinance to Adopt the FY 2024-2025 Water Fund Budget (AF-158-2024) (Chris McCartt)
- [6.](#) Public Hearing and Consideration of an Ordinance to Adopt the FY 2024-2025 Sewer Fund Budget (AF-159-2024) (Chris McCartt)
- [7.](#) Consideration of an Ordinance to Adopt the FY 2024-2025 MPO Budget (AF-160-2024) (Chris McCartt)
- [8.](#) Consideration of an Ordinance to Adopt the FY 2024-2025 CDBG Budget (AF-161-2024) (Chris McCartt)

- [9.](#) Consideration of an Ordinance to Adopt the FY 2024-2025 PL-93-380 Budget (AF-162-2024) (Chris McCartt)
- [10.](#) Consideration of an Ordinance to Adopt the FY 2024-2025 School Special Project Grant Fund Budget (AF-163-2024) (Chris McCartt)
- [11.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-144-2024) (Chris McCartt)
- [12.](#) Consideration of an Ordinance to Amend the FY 2024 School Nutrition Services Fund Budget (AF-137-2024) (David Frye)

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of an Ordinance to Amend City Code as it Pertains to Public Art and Murals (AF-135-2024) (Ken Weems)
- [2.](#) Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Fund Budgets (AF-136-2024) (David Frye)
- [3.](#) Consideration of an Ordinance to Amend the FY 2024 School Federal Projects Fund Budget (AF-138-2024) (David Frye)
- [4.](#) Consideration of an Ordinance to Amend the FY 2024 School Special Projects Fund Budget (AF-139-2024) (David Frye)

X. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Place Land Use Restrictions on Certain Properties as Agreed to During Construction of the Kingsport Aquatic Center and to Purchase Wetland Mitigation Credits for Areas That Did Not Meet Wetland Success Criteria (AF-140-2024) (Ryan McReynolds)

XI. 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 Authorizing the City Manager to Issue a Blanket Purchase Order for the Purchase of Firefighter Uniforms & Accessories Utilizing Sourcewell Contract #011124 (AF-149-2024) (Chief Boyd)
- [2.](#) Consideration of a Resolution Renewing the Award to CORA Physical Therapy as the Service Provider for the Employee Physical Wellness Program (AF-155-2024) (Tyra Copas)
- [3.](#) Consideration of a Resolution to Renew HT Hackney as a Vendor for Kingsport Aquatic Center Concessions (AF-152-2024) (Michael Borders)
- [4.](#) Consideration of a Resolution Accepting a Donation from the Bays Mountain Park Association for the Farmstead Museum Project (AF-153-2024) (Michael T. Borders)

XII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

XIII. ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, May 13, 2024 at 2:00 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

I. **CALL TO ORDER** 2:00 p.m. by Mayor Patrick W. Shull.

II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.

III. **DISCUSSION ITEMS**

1. **FY25 Budget - Kingsport City Schools**

School Superintendent Dr. Hampton provide a brief introduction and Finance Officer David Frye gave a presentation on the schools' budget, noting it will be presented to the Board of Education tomorrow night for approval. He discussed sources of revenue, challenges and projected expenditures for the upcoming fiscal year. There was some discussion throughout as he answered questions from the board.

IV. **ADJOURN**

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 2:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Thursday, May 16, 2024 at 2:00 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

I. **CALL TO ORDER** 2:00 p.m. by Mayor Patrick W. Shull.

II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.

III. **DISCUSSION ITEMS**

1. **FY25 Budget** - General Fund and Utilities

City Manager Chris McCartt gave a presentation on the general fund budget. He walked through the budget timeline, noting it is a twelve month process. He first highlighted the previous year as well as the financial health of the city regarding debt and revenue. Human Resources Director Tyra Copas discussed labor workforce and development and Assistant City Manger Michael Borders provided information on regional sales tax. Deputy City Manager Ryan McReynolds gave an update on the sustainable paving program. The City Manger concluded by thanking all staff, including managers as well as the budget office.

NOTE: At 3:10 p.m. there was a five minute recess.

Deputy City Manager Ryan McReynolds presented the Utilities budget noting there were three separate utilities – water, wastewater and storm water. He provided a history on the rate changes in 2022 and the benefits it provided. He also showed how rates are compared to other cities. Mr. McReynolds talked about the capital improvement items and provided details on that funding. There was some discussion as he answered questions from the board.

IV. **REVIEW OF BUSINESS MEETING AGENDA**

V. **ITEMS OF INTEREST**

Item VII2.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Thursday, May 16, 2024 at 2:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 3:45 p.m.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL

Mayor



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, May 20, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

- I. CALL TO ORDER** 4:30 pm by Mayor Shull.
- II. ROLL CALL** by City Recorder/Treasurer Lisa Winkle.

III. DISCUSSION ITEMS

Assistant City Manager Jessica Harmon reviewed the monthly building and code enforcement cases, noting this information will be accumulated now on a monthly basis to track activity.

1. FY25 Budget Presentation Follow-up

The City Manager asked the board if they had any questions regarding the budget presentations last week. There was some discussion from Alderman Duncan and Alderman Cooper on the Rainy Day fund as well as state funding. Vice-Mayor George stated her main concern was losing candidates for the job force in the region because we have lower pay. Mr. McCartt said other cities were in the same boat and this issue will be on the forefront in next year's budget. The vice-mayor also commented on the money the city pays to non-profit organizations. Mayor Shull asked several questions that were answered or clarified by staff.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the May 21, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, May 20, 2024 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IX.1 Public Hearing and Consideration of an Ordinance to Amend City Code as it Pertains to Public Art and Murals (AF-135-2024) Planning Manager Ken Weems provided details on this item which includes the added definition of public art to make it clear which also allowed amendments to be made to the public art policy. He also provided further details on changes regarding murals and answered questions from the board. Some discussion ensued.

Alderman Cooper asked if the Christmas schedule for downtown events had been set yet in regard to the improvements to Main Street. Assistant Public Works Director Michael Thompson provided information.

Alderman Phillips stated at 1:30 pm tomorrow there will be an event to recognize Jay Church at the Carousel and encouraged citizens to attend.

V. ITEMS OF INTEREST

1. Projects Status Report

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:14 pm.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 21, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer
Angie Marshall, City Clerk/Deputy City Recorder

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Tim Elsea.
- III. **INVOCATION** by Alderman Duncan.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **Keep Kingsport Beautiful Beautification Awards** - Sharon Hayes
 2. **Proclamation: National Public Works Week** (Vice Mayor George)

COMMENT

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

- VI. **APPOINTMENTS** None.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 21, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

VII. APPROVAL OF MINUTES (These items are approved under one motion.)

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

Passed: All present voting "aye."

- 1. May 6, 2024 - Work Session**
- 2. May 7, 2024 - Business Meeting**

VIII. PUBLIC HEARINGS None.

IX. BUSINESS MATTERS REQUIRING FIRST READING

- 1. Public Hearing and Consideration of an Ordinance to Amend City Code as it Pertains to Public Art and Murals** (AF-135-2024) (Ken Weems)

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

AN ORDINANCE AMENDING SECTION 2-413 AND VARIOUS SECTIONS WITHIN CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATIVE TO PUBLIC ART AND MURALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 2. Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Fund Budgets** (AF-136-2024) (David Frye)

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Consideration of an Ordinance to Amend the FY 2024 School Nutrition Services Fund Budget** (AF-137-2024) (David Frye) *This item was pulled.*

- 4. Consideration of an Ordinance to Amend the FY 2024 School Federal Projects Fund Budget** (AF-138-2024) (David Frye)

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

AN ORDINANCE TO AMEND THE FY 2024 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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5. Consideration of an Ordinance to Amend the FY 2024 School Special Projects Fund Budget (AF-139-2024) (David Frye)

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

AN ORDINANCE TO AMEND THE FY 2024 SCHOOL SPECIAL PROJECTS FUND BUDGET;
AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-105-2024) (Chris McCartt)

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

ORDINANCE NO. 7147 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

XI. OTHER BUSINESS

1. Consideration of a Resolution Authorizing the City Manager to Purchase Playground Equipment from Playworld for Adams Elementary School Utilizing the Sourcewell Cooperative Purchasing Contract (AF-134-2024) (David Frye)

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

RESOLUTION NO. 2024-257 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO PLAYWORLD PREFERRED FOR THE ADAMS ELEMENTARY SCHOOL PLAYGROUND PROJECT PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 010521-LTS

Passed: All present voting "aye."

2. Consideration of a Resolution for City to renew an Agreement with Icon Environmental, LLC for Services at Kingsport's Construction & Demolition Landfill (AF-133-2024) (Ryan McReynolds)

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-258 A RESOLUTION RENEWING THE AWARD OF BID FOR SELECTED SERVICES AT THE KINGSPORT CONSTRUCTION AND DEMOLITION

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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LANDFILL WITH ICON ENVIRONMENTAL, LLC AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing the City Manager to Issue a Purchase Order for a 2024 F150 Electric Truck for Dobyens-Bennett High School's CTE Department (AF-97-2024) (David Frye)**

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-259 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE ACQUISITION OF A 2024 FORD F150 ELECTRIC TRUCK

Passed: All present voting "aye."

- 4. Consideration of a Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives (AF-147-2024) (Michael Borders)**

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

RESOLUTION NO. 2024-260 A RESOLUTION APPROVING THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE SAME TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2024–2025

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Ratify the Mayor's Signature on a Letter of Support and Authorizing the Application for a State and Tribal Assistance Grant for a Beech Creek Area Waterline Extension (AF-148-2024) (Ryan McReynolds)**

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

RESOLUTION NO. 2024-261 A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A STATE AND TRIBAL ASSISTANCE GRANT THROUGH CONGRESSWOMAN DIANA HARSHBARGER'S OFFICE

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 21, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 6. Consideration of a Resolution Authorizing the Mayor to Sign the Agreements with Lynn View Pee Wee Football League for the Use of the Lynn View Sports Facilities and Concession Lease (AF-141-2024) (Michael Borders)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-262 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE LYNN VIEW PEE WEE FOOTBALL LEAGUE RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

Passed: All present voting "aye."

XII. CONSENT AGENDA None.

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt expressed appreciation to the board for recognizing the public works department, noting this group works 24/7/365 and provides a high level of service to the citizens. He also commented on the budget that was presented last week and thanked the board for their time at the work sessions. Mr. McCartt also thanked all staff for their work on the budget during this challenging year. The mayor pointed out there are many ways for citizens to make themselves knowledgeable regarding the budget.

2. Mayor and Board Members

Alderman Montgomery thanked staff for presenting a balanced budget with no tax increase. He also congratulated the parents and students for the school year and for those in transition. He also mentioned the United Way week of caring in June with 20 projects. Alderman Phillips reemphasized comments on the public works department and upcoming public works day, noting it's a fun day for kids. He also mentioned many activities coming up for kids throughout the summer. Lastly Mr. Phillips commented on the carousel event to honor Jay Church earlier today and wished his wife Crystal a happy upcoming 10th anniversary. Alderman Olterman pointed out the high school girls' softball team is playing in the state tournament and the soccer team made it to the sectionals. Alderman Duncan mentioned the four cleanups so far this year for Keep Kingsport Beautiful, noting the next one is June 1st behind PetSmart on the greenbelt. He also remarked two more pollinator gardens have been planted and thanked those who sponsored them. He concluded stating there will be a garden tour on June 22nd through the Chamber of Commerce and thanked Alderman Phillips for his comments at the carousel today.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 21, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Alderman Cooper thanked public works for hanging the baskets up and down Center Street. She also mentioned umbrellas purchased by DKA will be going up next week, noting several activities and events coming up downtown. She stated six new businesses have opened in downtown since April and they will be recognized on Daytime TriCities. Vice-Mayor George thanked city staff for their great job on the budget and their willingness to answer questions, noting there is always a challenge to work around each year. She also pointed out you can participate on public works day even if you don't have children. The Vice-Mayor remarked it's also national travel and tourism week, noting many tournaments and events coming up. Mayor Shull also commented on the work put into the budget. He commented Monday is Memorial Day and there will be a service at 11:30 am.

XIV.ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 7:49 p.m.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL

Mayor



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 046N, Group H, Parcel 016.00 Located Along East Center Street from the R-1B, Residential District to B-1, Neighborhood Business District.

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

Action Form No.: AF-145-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: Jessica McMurray
Presentation By: J. McMurray

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone Tax Map 046N, Group H, Parcel 016.00 located along East Center Street from the R-1B, Residential District to B-1, Neighborhood Business District

Executive Summary:

This is an owner-requested rezoning of approximately .47 acres located along East Center Street from the R-1B zone to the B-1 zone. The purpose of the rezoning is to accommodate the relocation of Blackheart Beauty Salon. No public comment was received. During their May 2024 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 5-0. The notice of public hearing was published on May 15, 2024.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 4, 2024 to consider the rezoning of Tax Map 046N, Group H, Parcel 016.00 located along East Center Street from the R-1B, Residential District to B-1, Neighborhood Business District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

PARCEL NO. 1: BEGINNING at an iron pin, said point being corner for Lots 38 and 39, Block 116, City of Kingsport, and being 111.97' from the northerly sideline of East Center Street, also in the easterly right-of-way line of Valley Street; thence with the division line, between Lots 38 and 39, 170.17' to an iron pin corner for Lots 38 and 39, and in the sideline of Lot 36; thence with an interior angle to the left $95^{\circ} 32' 50.25''$ to a point corner for Lots 39 and 40, and in the sideline of Lot 36; thence with the division line of Lots 39 and 40 with an interior angle to the left of $84^{\circ} 27'$ for 181.85' to a point corner for Lots 39 and 40, and in the easterly sideline of Valley Street. Thence with said sideline of Valley Street with an interior angle of $82^{\circ} 13'$ to the left 50.42' to the point of beginning of said property being all of Lot 39, Block 116, City of Kingsport.

PARCEL NO. 2: BEGINNING at a hole in the concrete sidewalk, corner for Lot 40, Block 116, City of Kingsport, being located on the sideline of East Center Street and Valley Street, thence with the sideline of Valley Street 61.55' to a point, corner for Lots 39 and 40; thence with an interior angle to the left of $97^{\circ} 26'$ and with the sideline of Lots 39 and 40 181.85' to a point corner for Lots 39 and 40, and in the sideline of Lot 36; thence with said sideline having an interior angle of $95^{\circ} 48'$ to the left 42.40' to an iron pin, corner for Lots 36 and 40 and in the northerly sideline of Wabash Street; thence with the said sideline of interior angle of $98^{\circ} 02'$ to the left 180.50' to a hole in concrete sidewalk corner of Lot 40, and at the intersection of Wabash Street and East Center Street. Thence with the sideline of East Center Street with an interior angle to the left of $115^{\circ} 02'$, 30.17' to the point of beginning of said property, being all of Lot 40, Block 116, City of Kingsport.

This being the same property described in new survey of Lots 39 and 40, Block 116, City of Kingsport, as shown on Plat dated October 5, 1993 by James S. Montgomery, Volunteer Surveying, of record in the Register's Office for Sullivan County, at Blountville, Tennessee in Plat Book 5, at Page 172-A.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division, telephone 423-229-9485.

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



CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 5/15/2024

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EAST CENTER STREET FROM THE R-1B, RESIDENTIAL DISTRICT TO B-1, NEIGHBORHOOD BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along East Center Street from the R-1B, Residential District to the B-1, Neighborhood Business District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

PARCEL NO. 1: BEGINNING AT AN IRON PIN, SAID POINT BEING COMER FOR LOTS 38 AND 39, BLOCK 116, CITY OF KINGSPORT, AND BEING 111.97' FROM THE NORTHERLY SIDELINE OF EAST CENTER STREET, ALSO IN THE EASTERLY RIGHT-OF-WAY LINE OF VALLEY STREET; THENCE WITH THE DIVISION LINE, BETWEEN LOTS 38 AND 39, 170.17' TO AN IRON PIN COMER FOR LOTS 38 AND 39, AND IN THE SIDELINE OF LOT 36; THENCE WITH AN INTERIOR ANGLE TO THE LEFT $95^{\circ} 32' 50.25''$ TO A POINT CORNER FOR LOTS 39 AND 40, AND IN THE SIDELINE OF LOT 36; THENCE WITH THE DIVISION LINE OF LOTS 39 AND 40 WITH AN INTERIOR ANGLE TO THE LEFT OF $84^{\circ} 27'$ FOR 181.85' TO A POINT CORNER FOR LOTS 39 AND 40, AND IN THE EASTERLY SIDELINE OF VALLEY STREET. THENCE WITH SAID SIDELINE OF VALLEY STREET WITH AN INTERIOR ANGLE OF $82^{\circ} 13'$ TO THE LEFT 50.42' TO THE POINT OF BEGINNING OF SAID PROPERTY BEING ALL OF LOT 39, BLOCK 116, CITY OF KINGSPORT.

PARCEL NO. 2: BEGINNING AT A HOLE IN THE CONCRETE SIDEWALK, CORNER FOR LOT 40, BLOCK 116, CITY OF KINGSPORT, BEING LOCATED ON THE SIDELINE OF EAST CENTER STREET AND VALLEY STREET, THENCE WITH THE SIDELINE OF VALLEY STREET 61.55' TO A POINT, CORNER FOR LOTS 39 AND 40; THENCE WITH AN INTERIOR ANGLE TO THE LEFT OF $97^{\circ} 26'$ AND WITH THE SIDELINE OF LOTS 39 AND 40 181.85' TO A POINT CORNER FOR LOTS 39 AND 40, AND IN THE SIDELINE OF LOT 36; THENCE WITH SAID SIDELINE HAVING AN INTERIOR ANGLE OF $95^{\circ} 48'$ TO THE LEFT 42.40' TO AN IRON PIN, CORNER FOR LOTS 36 AND 40 AND IN THE NORTHERLY SIDELINE OF WABASH STREET; THENCE WITH THE SAID SIDELINE OF INTERIOR ANGLE OF $98^{\circ} 02'$ TO THE LEFT 180.50' TO A HOLE IN CONCRETE SIDEWALK CORNER OF LOT 40, AND AT THE INTERSECTION OF WABASH STREET AND EAST CENTER STREET. THENCE WITH THE

SIDELINE OF EAST CENTER STREET WITH AN INTERIOR ANGLE TO THE LEFT OF 115° 02', 30.17' TO THE POINT OF BEGINNING OF SAID PROPERTY, BEING ALL OF LOT 40, BLOCK 116, CITY OF KINGSPORT.

THIS BEING THE SAME PROPERTY DESCRIBED IN NEW SURVEY OF LOTS 39 AND 40, BLOCK 116, CITY OF KINGSPORT, AS SHOWN ON PLAT DATED OCTOBER 5, 1993 BY JAMES S. MONTGOMERY, VOLUNTEER SURVEYING, OF RECORD IN THE REGISTER'S OFFICE FOR SULLIVAN COUNTY, AT BLOUNTVILLE, TENNESSEE IN PLAT BOOK 5, AT PAGE 172-A.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

Kingsport Regional Planning Commission

Rezoning Report

File Number REZONE24-0061

PROPERTY INFORMATION

ADDRESS	Parcel 016.00
DISTRICT	11
OVERLAY DISTRICT	N/A
EXISTING ZONING	R-1B
PROPOSED ZONING	B-1 (Neighborhood Business District)
ACRES	Rezone Site 0.47 acres +/-
EXISTING USE	vacant commercial building
PROPOSED USE	Beauty Salon (Blackheart Salon)

PETITIONER

ADDRESS **1045 Rotherwood Drive, Kingsport, TN 37660**

REPRESENTATIVE

PHONE

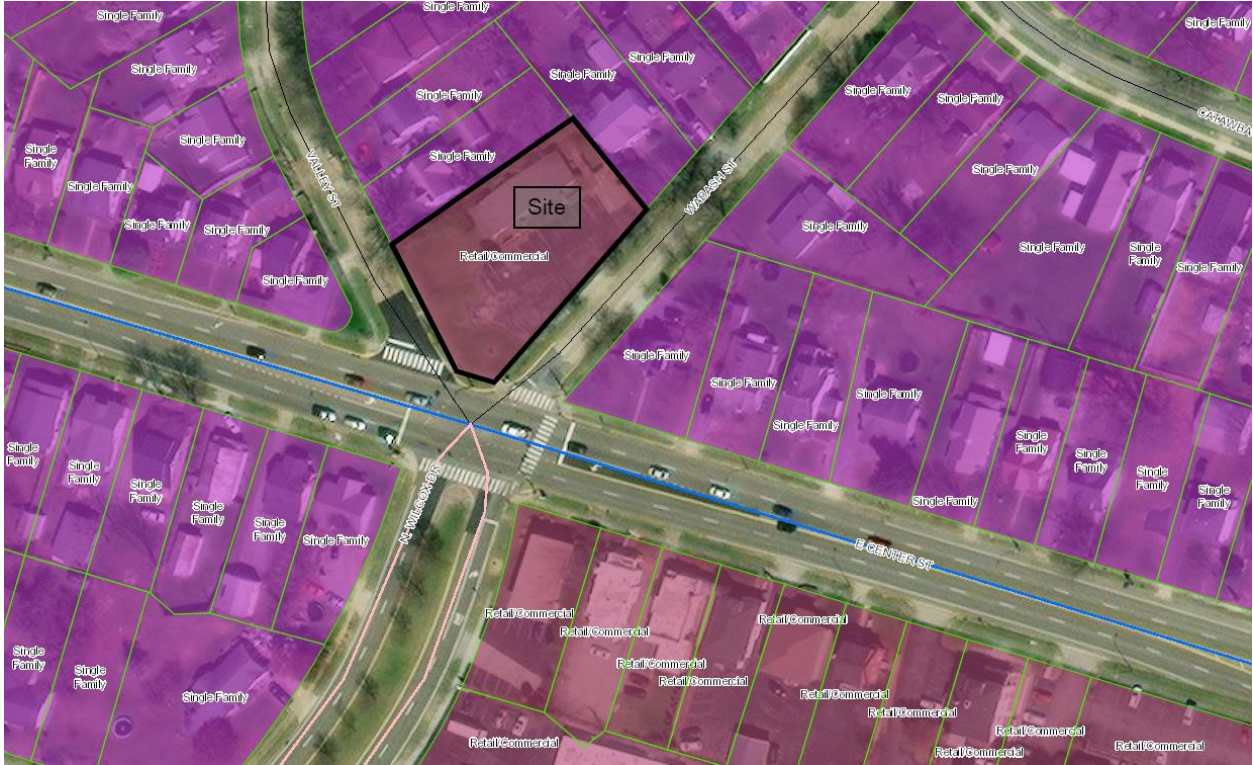
INTENT

To rezone from R-1B (Residential District) to B-1 (Neighborhood Business District) to accommodate the relocation of Blackheart Beauty Salon.

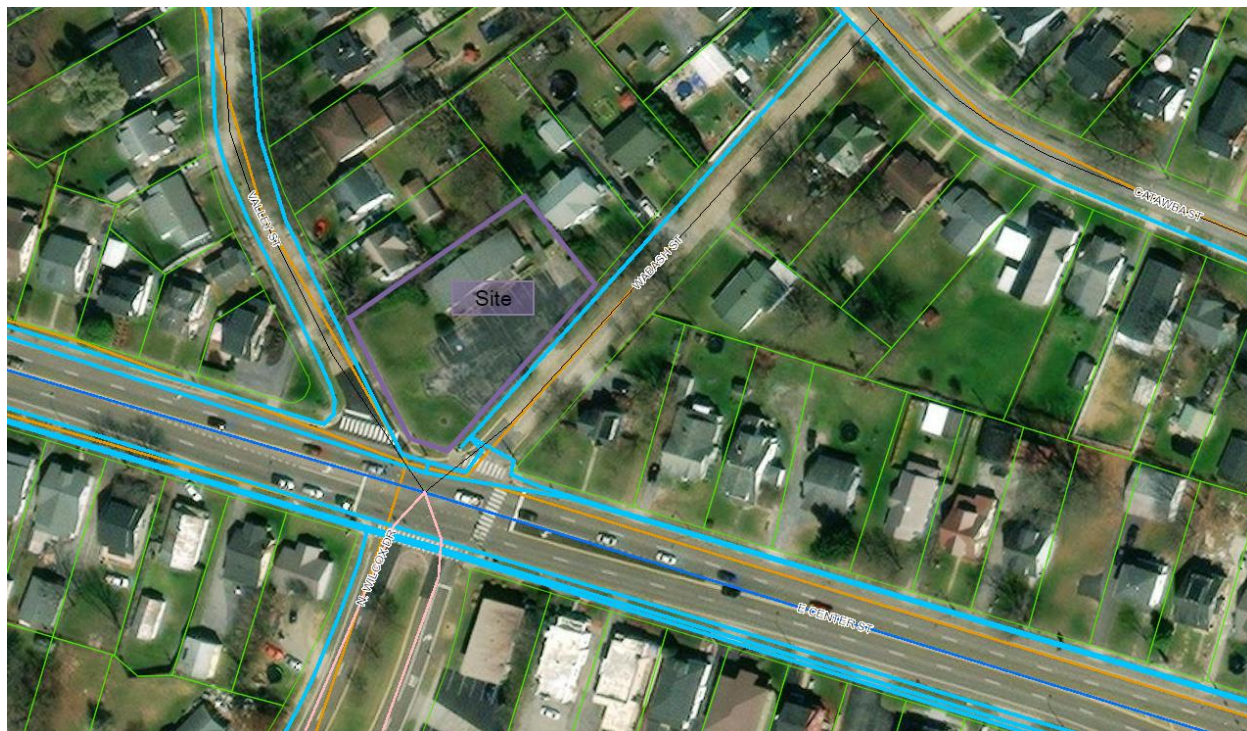
Surrounding City Zoning Map



Future Land Use Plan 2030



Aerial



View facing Center Street



View facing Wabash Street



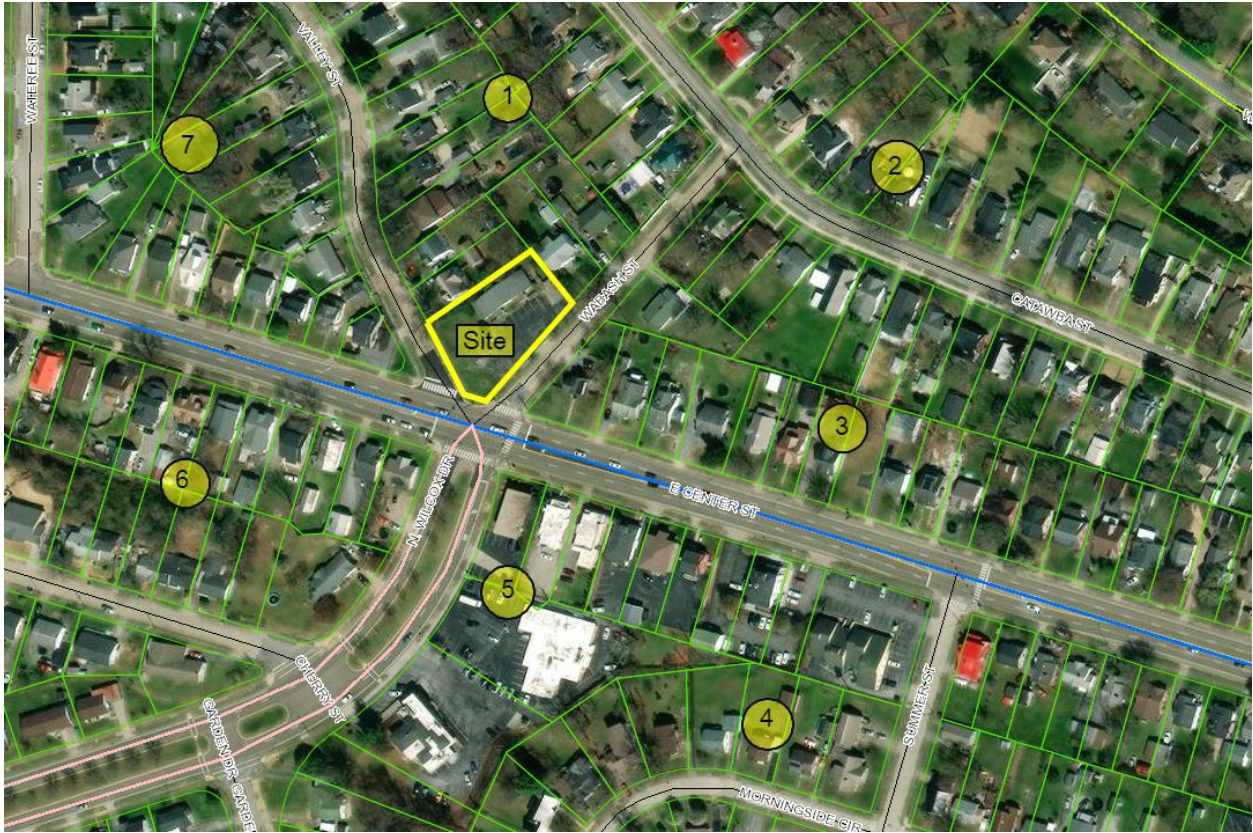
View from Wasbash Street



View from Center Street



EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City R-1B</u> Use: single family	
Northeast	2	<u>Zone: City R-1B</u> Use: single family	
East	3	<u>Zone: City R-1B</u> Use: single family	
Southeast	4	<u>Zone: City R-1B</u> Use: single family	
South	5	<u>Zone: City P-1</u> Use: professional offices	
Southwest	6	<u>Zone: City R-1B</u> Use: single family	
Northwest	7	<u>Zone: City R-1B</u> Use: single family	

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 6, below, as well as any other factors it may find relevant.

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Rezoning will permit an appropriate use that is compatible with the current 2030 Future Land Use plan.

- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. Rezoning to B-1 appropriately matches the current Land Use designation for retail/commercial use.

- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.

- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The B-1 rezoning proposal does conform to the 2030 Land Use Plan and should serve the area well.

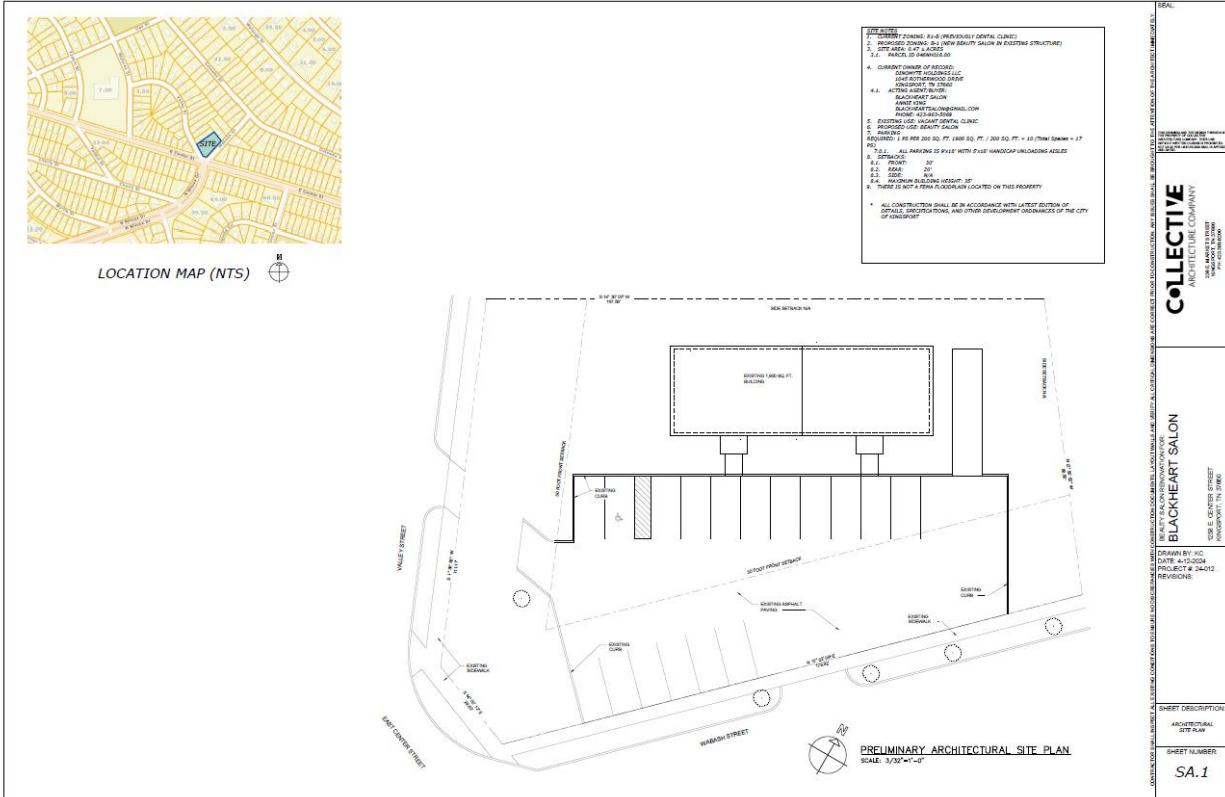
Proposed use: New Beauty Salon (Blackheart Beauty Salon)

The Future Land Use Plan Map recommends retail/commercial.

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning, as the B-1 rezoning proposal does conform to the 2030 Land Use Plan.

- 6. Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The site contains a vacant commercial building that has previously been used a dentist office. The zoning change to B-1 allows for businesses providing goods and services, not for the entire community, but rather for only a neighborhood area in order to reduce travel time for the acquisition of the most frequently needed services and goods.

Zoning Development Plan (A Full Size Copy Available For Meeting)



CONCLUSION

Staff recommends sending a positive recommendation to rezone from R-1B zone to the B-1 zone based upon conformance with the future land use plan.



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 094, Parcels 014.50 and 015.00 Located Along Airport Parkway from the MX, Mixed Use District to PD, Planned Development District.

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

Action Form No.: AF-146-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: Jessica McMurray
Presentation By: J. McMurray

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone Tax Map 094, Parcels 014.50 and 015.00 located along Airport Parkway from the MX, Mixed Use District to PD, Planned Development District

Executive Summary:

This is an owner-requested rezoning of approximately 40.00 acres located along Airport Parkway from the MX zone to the PD zone. The purpose of the rezoning is to facilitate construction of a new single family residential development. No public comment was received. During their May 2024 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 5-0. The notice of public hearing was published on May 15, 2024.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 4, 2024 to consider the rezoning of Tax Map 094, Parcels 014.50 and 015.00 located along Airport Parkway from the MX, Mixed Use District to PD, Planned Development District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a concrete right-of-way monument in the south right-of-way line of Airport Parkway, SR 357, and corner to T.B. Rental Properties, LLC; thence proceeding with said right-of-way S 81°39'08" E a distance of 362.16'to a concrete right-of-way monument; thence S 83°14'09" E a distance of 1239.95'to a concrete right-of-way monument at the south off ramp to SR 75; thence S 57°57'12" E a distance of 836.94'to a concrete right-of-way monument; thence S 69°49'28" E a distance of 247.46'to an iron pin at the intersection of off ramp and SR 75; thence proceeding with the west right-of-way line of SR 75 S 01°14'56" E a distance of 151.17'to a concrete right-of-way monument; thence S 10°52'51" W a distance of 98.47'to an iron pin; thence S 08°34'06" W a distance of 160.27'to an iron pin; thence S 08°34'06" W a distance of 42.73'to an iron pin the beginning of a curve to the right; thence with said curve an arc length of 108.21', a radius of 3411.59', a chord of S 14°20'45" W, 108.21',to an iron pin corner to Ardmore Investments, LLC; thence leaving SR 75 right-of-way and proceeding with the line of Ardmore Investments, LLC, N 67°06'54" W a distance of 1790.59'to an iron pin; thence S 25°57'29" W a distance of 696.78'to an iron pin in the line of Zetta R. Barnes; thence with the line of Barnes N 66°43'06" W a distance of 709.06'to an iron pin corner to Grainger Land Company; thence with the line of Grainger Land Company N 23°52'13" E a distance of 713.52'to an iron pin; thence N 26°56'35" W a distance of 312.83'to the point of BEGINNING, having an area of 1814967 square feet, 41.67 acres more or less as surveyed by Benchmark Design, PLC March 11, 2024.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division, telephone 423-229-9485.

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG AIRPORT PARKWAY FROM THE MX, MIXED USE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 18TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Airport Parkway from the MX, Mixed Use District to the PD, Planned Development District in the 18th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A CONCRETE RIGHT-OF-WAY MONUMENT IN THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT PARKWAY, SR 357, AND CORNER TO T.B. RENTAL PROPERTIES, LLC; THENCE PROCEEDING WITH SAID RIGHT-OF-WAY S 81°39'08" E A DISTANCE OF 362.16' TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE S 83°14'09" E A DISTANCE OF 1239.95' TO A CONCRETE RIGHT-OF-WAY MONUMENT AT THE SOUTH OFF RAMP TO SR 75; THENCE S 57°57'12" E A DISTANCE OF 836.94' TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE S 69°49'28" E A DISTANCE OF 247.46' TO AN IRON PIN AT THE INTERSECTION OF OFF RAMP AND SR 75; THENCE PROCEEDING WITH THE WEST RIGHT-OF-WAY LINE OF SR 75 S 01°14'56" E A DISTANCE OF 151.17' TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE S 10°52'51" W A DISTANCE OF 98.47' TO AN IRON PIN; THENCE S 08°34'06" W A DISTANCE OF 160.27' TO AN IRON PIN; THENCE S 08°34'06" W A DISTANCE OF 42.73' TO AN IRON PIN THE BEGINNING OF A CURVE TO THE RIGHT; THENCE WITH SAID CURVE AN ARC LENGTH OF 108.21', A RADIUS OF 3411.59', A CHORD OF S 14°20'45" W, 108.21', TO AN IRON PIN CORNER TO ARDMORE INVESTMENTS, LLC; THENCE LEAVING SR 75 RIGHT-OF-WAY AND PROCEEDING WITH THE LINE OF ARDMORE INVESTMENTS, LLC, N 67°06'54" W A DISTANCE OF 1790.59' TO AN IRON PIN; THENCE S 25°57'29" W A DISTANCE OF 696.78' TO AN IRON PIN IN THE LINE OF ZETTA R. BARNES; THENCE WITH THE LINE OF BARNES N 66°43'06" W A DISTANCE OF 709.06' TO AN IRON PIN CORNER TO GRAINGER LAND COMPANY; THENCE WITH THE LINE OF GRAINGER LAND COMPANY N 23°52'13" E A DISTANCE OF 713.52' TO AN IRON PIN; THENCE N 26°56'35" W A DISTANCE OF 312.83' TO THE POINT OF BEGINNING, HAVING AN AREA OF 1814967 SQUARE FEET, 41.67 ACRES MORE OR LESS AS SURVEYED BY BENCHMARK DESIGN, PLC MARCH 11, 2024.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

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

PROPERTY INFORMATION

ADDRESS	Parcel 014.50 & Parcel 015.00
DISTRICT	18
OVERLAY DISTRICT	N/A
EXISTING ZONING	MX (Mixed Use District)
PROPOSED ZONING	PD (Planned Development District)
ACRES	Rezoned Site 40.0 acres +/-
EXISTING USE	vacant land
PROPOSED USE	New single family residential development

PETITIONER

ADDRESS 400 Clinchfield Street, Kingsport, TN 37660

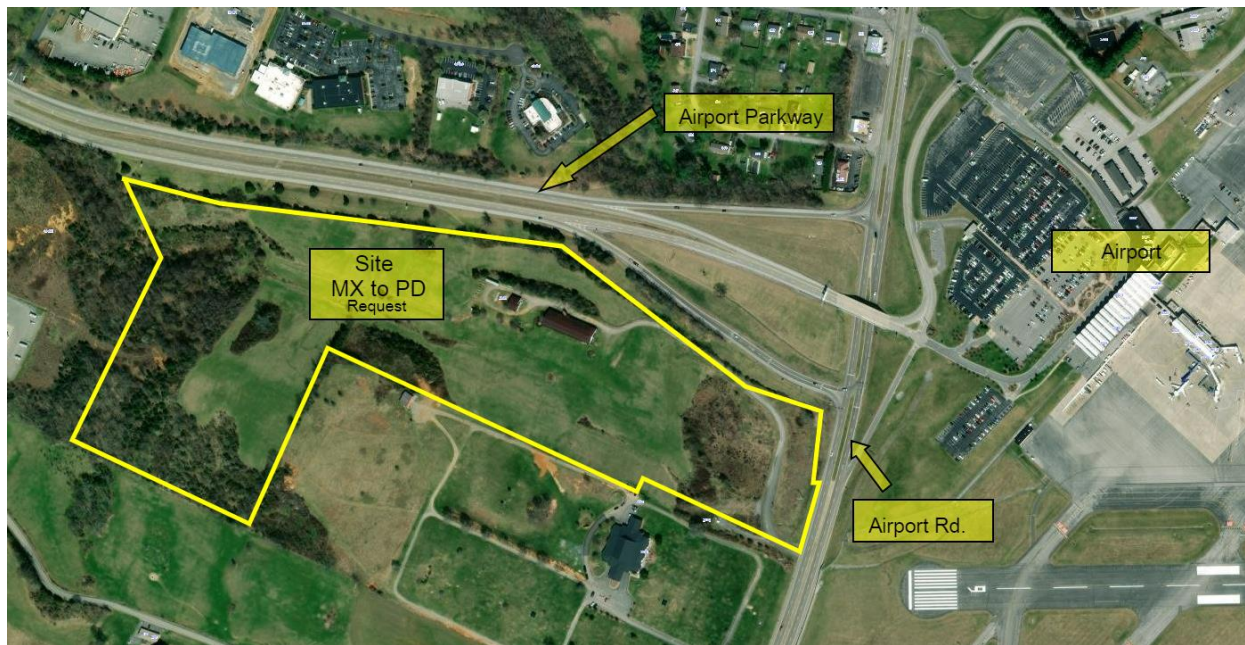
REPRESENTATIVE

PHONE

INTENT

To rezone from MX (Mixed Use District) to PD (Planned Development District) to accommodate future single family residential development.

Vicinity Map



Surrounding City Zoning Map



Future Land Use Plan 2030



Aerial



View from Airport Parkway



View from Airport Road



View from Airport Parkway (facing Airport Rd)



View from Airport Parkway (facing west)



View from Airport Parkway (facing north)



View facing Airport Road



EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City MX</u> Use: industry/manufacturing	
Northeast	2	<u>Zone: County R-1</u> Use: single family	
East	3	<u>Zone: County A-1</u> Use: airport	
Southeast	4	<u>Zone: City B-4</u> Use: memorial gardens/funeral services	
South	5	<u>Zone: County R-1</u> Use: single-family	
Southwest	6	<u>Zone: County A-1</u> Use: vacant	
West	7	<u>Zone: City MX</u> Use: industry/manufacturing	

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 6, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal would permit a use that is most appropriately described as a transition zone between existing single family residences and the commercial-oriented uses. The current MX zone does allow for single family uses, however rezoning to PD will allow the developer to fully utilize the property for housing development.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone. The current MX zone does allow for single family uses, however rezoning to PD will allow the developer to fully utilize the property for housing development.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The PD rezoning proposal does not conform to the 2030 Land Use Plan, however the PD proposal for this particular site should serve the area well. The current MX zone does allow for single family uses, however rezoning to PD will allow the developer to fully utilize the property for housing development.

Proposed use: New single family residential district.

The Future Land Use Plan Map recommends retail/commercial.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning. The location of the parcel requested for rezoning demonstrates a reasonable transition from the MX, Mixed Use zone to the PD, Planned Development District, along Airport Parkway. The current MX zone does allow for single family uses, however rezoning to PD will allow the developer to fully utilize the property for housing development.

6. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The rezoning site abuts existing county residential districts. The vacant land mass is appropriately sized for a new development that will meet zoning restrictions of the PD zone.

Zoning Development Plan (A Full Size Copy Available For Meeting)



CONCLUSION

Staff recommends sending a positive recommendation to rezone from the MX zone to the PD zone based upon the rezoning site acting as a smooth transition from the existing commercial district to nearby residential districts.



AGENDA ACTION FORM

Public Hearing to Conduct the Six Month Plan of Services Update for the Jan Way Annexation

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

Action Form No.: AF-164-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 4, 2024
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

Hold public hearing and receive comment concerning the 6-month plan of services update for the Jan Way Annexation.

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the subsequent need to conduct the 6-month update for the Jan Way Annexation Plan of Services Update, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comment. All City services accounted for in the Jan Way Plan of Services Resolution have been provided to the annexation area. The notice of public hearing was published on May 20, 2024.

Note: The next scheduled plan of services update will occur on December 3, 2024. Both the Cherry Knoll and Fieldcrest Annexation areas will then be due for their annual updates.

Attachments:

- 1. Notice of Public Hearing
- 2. 6-Month Plan of Services Report
- 3. Maps

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

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing for the initial plan of services report for the following annexation area at its June 4, 2024 regular business meeting. The meeting begins at 7:00 P.M. in the Montgomery-Watterson Boardroom, 415 Broad Street, 3rd floor, Kingsport, Tennessee.

Annexation Area: Jan Way Annexation, Resolution No. 2024-081

Effective Date: 10/18/2023

POS, deadline: initial update: all services complete

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9368 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

City of Kingsport
Angie Marshall, City Clerk.
P1T: 5/20/2024

**JUNE 2024 6 MONTH PLAN OF SERVICES REPORT
FOR RESOLUTION NO. 2024-081**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>
Jan Way Annexation Resolution No. 2024-081	10/18/2023	All Services Complete

Jan Way Annexation Area Maps
Resolution No. 2024-081
Effective Date: 10/18/2023
Initial/ 6 Mos Plan of Services Update: All Services Complete





AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY 2024-2025 Budget

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

Action Form No.: AF-157-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

- Hold a Public Hearing
- Approve the Ordinance

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 16, 2024 budget work session. As required by state law, it was published in the Times News on June 3, 2024.

The total revenue and expenditures less transfers (duplicates) for the FY24-25 budget for all funds are \$217,961,509. This excludes the water, sewer, and grant project funds. Separate ordinances for these funds will be presented.

Attachments:

1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT,
TENNESSEE ADOPTING A FINAL BUDGET AND
APPROPRIATING FUNDS FOR THE FISCAL YEAR
BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025,
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, 2024, and ending June 30, 2025 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 FY24-25 Budget of \$278,103,344, less inter-fund transfers of \$60,141,835, for a net Total Budget Revenue of \$217,961,509 are hereby appropriated.

The estimated expenditures for the Total FY24-25 Budget of \$278,103,344, less inter-fund transfers of \$60,141,835, for a net Total Budget Expenditure of \$217,961,509 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2024 - June 30, 2025.

GENERAL FUND - 110	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Local Taxes	\$56,120,326	\$53,567,988	\$54,889,700
Licenses And Permits	\$828,424	\$808,157	\$841,300
Intergovernmental	\$32,516,425	\$33,515,262	\$33,834,000
Charges For Services	\$2,465,953	\$3,152,448	\$3,365,000
Fines And Forfeitures	\$891,422	\$1,217,300	\$1,171,500
Other	\$1,648,836	\$1,511,000	\$1,511,000
Other Financing Sources			
Transfers In - from other funds	\$2,064,486	\$2,318,612	\$2,490,000
Transfers In - from other funds (PILOT)	\$1,491,000	\$1,491,000	\$1,491,000
Total Revenues and Other Financing Sources	\$98,026,872	\$97,581,767	\$99,593,500
Expenditures			
Administration	\$11,285,629	\$13,112,614	\$13,344,700
Development Services	\$1,888,044	\$2,116,550	\$2,252,600
Police Department	\$13,245,159	\$14,380,610	\$14,721,000
Fire Department	\$11,701,796	\$12,421,804	\$12,446,400
Leisure Services (Parks & Recreation)	\$7,010,686	\$7,480,412	\$7,560,600
Public Works	\$11,674,084	\$13,161,164	\$13,167,400
Other Expenses (Miscellaneous Government Services)	\$1,529,574	\$1,161,076	\$1,094,200
Less Internal Fund Transfers	(\$9,971,239)	(\$8,337,250)	(\$8,611,410)
Other Financing Uses			
Transfers Out - One Time Fund Balance Use	\$0	\$3,100,000	\$0
Transfers Out - To Debt Service Fund (Principal and Interest)	\$9,859,405	\$10,284,384	\$11,148,900
Transfers Out - To Internal Service Funds	\$9,971,239	\$8,337,250	\$8,611,410
Transfers Out - To Other Funds	\$28,830,072	\$21,946,071	\$23,857,700
Total Appropriations	\$97,024,450	\$99,164,685	\$99,593,500
Change in Fund Balance (Revenues - Appropriations)	\$1,002,422	(\$1,582,918)	\$0
Beginning Fund Balance July 1	\$24,574,622	\$25,577,044	\$23,994,127
Ending Fund Balance June 30	\$25,577,044	\$23,994,127	\$23,994,127
Ending Fund Balance as a % of Total Appropriations	26.4%	24.2%	24.1%

STATE STREET AID FUND - 121	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
State Gas and Motor Fuel Taxes	\$1,926,024	\$1,940,500	\$1,940,450
Other Financing Sources			
Transfers In - From General Fund	\$1,091,303	\$1,026,200	\$1,126,250
Total Revenues and Other Financing Sources	\$3,017,327	\$2,966,700	\$3,066,700
Expenditures			
Public Works Department	\$3,017,327	\$2,966,700	\$3,066,700
Total Appropriations	\$3,017,327	\$2,966,700	\$3,066,700
Change in Fund Balance (Revenues - Appropriations)	(\$0)	\$0	\$0
Beginning Fund Balance July 1	\$11,543	\$11,543	\$11,543
Ending Fund Balance June 30	\$11,543	\$11,543	\$11,543
Ending Fund Balance as a % of Total Appropriations	0.4%	0.4%	0.4%

CRIMINAL FORFEITURE FUND - 126	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Federal DOJ Code 015	\$1,110	\$0	\$0
Federal IRS Code CBP	\$45,257	\$6,000	\$6,000
Other	\$0	\$0	\$0
Total Revenues and Other Financing Sources	\$46,367	\$6,000	\$6,000
Expenditures			
Capital Outlay	\$0	\$6,000	\$6,000
Total Appropriations	\$0	\$6,000	\$6,000
Change in Fund Balance (Revenues - Appropriations)	\$46,367	\$0	\$0
Beginning Fund Balance July 1	\$63,995	\$110,362	\$110,362
Ending Fund Balance June 30	\$110,362	\$110,362	\$110,362
Ending Fund Balance as a % of Appropriations	0.0%	1839.4%	1839.4%

DRUG FUND - 127	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Fines And Forfeitures	\$155,884	\$157,100	\$157,100
Total Revenues and Other Financing Sources	\$155,884	\$157,100	\$157,100
Expenditures			
Drug Enforcement	\$54,376	\$157,100	\$157,100
Total Appropriations	\$54,376	\$157,100	\$157,100
Change in Fund Balance (Revenues - Appropriations)	\$101,508	\$0	\$0
Beginning Fund Balance July 1	\$505,729	\$607,237	\$607,237
Ending Fund Balance June 30	\$607,237	\$607,237	\$607,237
Ending Fund Balance as a % of Appropriations	1116.7%	386.5%	386.5%

REGIONAL SALES TAX FUND - 130	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Conference Center	\$4,892,083	\$4,816,733	\$5,000,000
Other	\$17,499	\$24,925	\$0
Total Revenues and Other Financing Sources	\$4,909,582	\$4,841,658	\$5,000,000
Expenditures			
Transfers Out - To other funds	\$4,380,424	\$5,691,658	\$5,000,000
Total Appropriations	\$4,380,424	\$5,691,658	\$5,000,000
Change in Fund Balance (Revenues - Appropriations)	\$529,158	(\$850,000)	\$0
Beginning Fund Balance July 1	\$884,788	\$1,413,946	\$563,946
Ending Fund Balance June 30	\$1,413,946	\$563,946	\$563,946
Ending Fund Balance as a % of Appropriations	32.3%	9.9%	11.3%

VISITORS ENHANCEMENT FUND - 135	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Motel-Room Occupancy Tax	\$562,443	\$550,000	\$550,000
Total Revenues and Other Financing Sources	\$562,443	\$550,000	\$550,000
Expenditures			
Tourism Operations	\$223,308	\$550,000	\$550,000
Other Financing Uses			
Transfers Out - To Other Funds	\$285,240	\$0	\$0
Total Appropriations	\$508,548	\$550,000	\$550,000
Change in Fund Balance (Revenues - Appropriations)	\$53,895	\$0	\$0
Beginning Fund Balance July 1	\$137,296	\$191,191	\$191,191
Ending Fund Balance June 30	\$191,191	\$191,191	\$191,191
Ending Fund Balance as a % of Appropriations	37.6%	34.8%	34.8%

LIBRARY GOVERNING BOARD FUND - 137	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
County Government Contributions	\$15,000	\$15,000	\$15,000
Charges for Service	\$8,329	\$7,900	\$8,700
Fines and Forfeitures	\$10,694	\$9,000	\$9,700
Contributions and Donations	(\$3,319)	\$1,500	\$0
Other Financing Sources			
Transfers In - From General Fund	\$1,375,000	\$1,375,000	\$1,375,000
Total Revenues and Other Financing Sources	\$1,405,704	\$1,408,400	\$1,408,400
Expenditures			
Library Operations	\$1,392,214	\$1,408,400	\$1,408,400
Less Internal Fund Transfers	(\$130,292)	(\$128,510)	(\$146,670)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$130,292	\$128,510	\$146,670
Total Appropriations	\$1,392,214	\$1,408,400	\$1,408,400
Change in Fund Balance (Revenues - Appropriations)	\$13,490	\$0	\$0
Beginning Fund Balance July 1	\$65,717	\$79,207	\$79,207
Ending Fund Balance June 30	\$79,207	\$79,207	\$79,207
Ending Fund Balance as a % of Appropriations	5.7%	5.6%	5.6%

GENERAL PURPOSE SCHOOL FUND - 141	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Taxes	\$35,345,814	\$34,329,000	\$31,514,000
From State of TN	\$36,976,548	\$46,718,700	\$48,372,100
From Federal Government	\$214,805	\$0	\$0
Charges for Services	\$1,661,158	\$1,936,200	\$1,849,700
Direct Federal	\$56,519	\$65,000	\$88,000
Investment Earnings	\$58,306	\$0	\$0
Miscellaneous	\$884,948	\$800,000	\$945,000
Other Financing Sources			
Transfer from Fed. Proj. Fund	\$77,583	\$75,000	\$75,000
From General Fund-MOE	\$11,245,300	\$11,245,300	\$11,245,300
From General Fund-Debt	\$3,219,348	\$3,699,600	\$4,443,150
Transfers Out - One Time Fund Balance Use	\$0	\$910,000	\$0
Total Revenues and Other Financing Sources	\$89,740,329	\$99,778,800	\$98,532,250
Expenditures			
Educational Services	\$77,103,532	\$87,274,900	\$88,496,000
Non-Instructional Services	\$1,389,743	\$1,590,800	\$1,575,750
Capital Outlay	\$468,052	\$3,687,000	\$907,000
Other Financing Uses			
Transfers Out – One-Time Fund Balance Use	\$0	\$3,775,778	\$0
Transfers Out - To Debt Service Fund	\$3,910,789	\$4,524,000	\$4,971,200
Transfers Out - To Internal Service Funds	\$1,977,900	\$2,572,100	\$2,452,300
Transfers Out - To Other Funds	\$8,934,405	\$130,000	\$130,000
Total Appropriations	\$93,784,421	\$103,554,578	\$98,532,250
Change in Fund Balance (Revenues - Appropriations)	(\$4,044,092)	(\$3,775,778)	\$0
Beginning Fund Balance July 1	\$17,707,179	\$13,663,087	\$9,887,309
Ending Fund Balance June 30	\$13,663,087	\$9,887,309	\$9,887,309
Ending Fund Balance as a % of Appropriations	14.6%	9.5%	10.0%

SCHOOL NUTRITION FUND - 147	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Meals	\$4,347,454	\$4,054,850	\$4,200,000
Investments	\$525	\$850	\$5,000
From State Of TN	\$34,835	\$39,000	\$35,000
Unrealized Commodity Value	\$201,346	\$190,000	\$250,000
Other Local Revenue	\$16,154	\$3,100	\$360,000
Total Revenues and Other Financing Sources	\$4,600,314	\$4,287,800	\$4,850,000
Expenditures			
Wages/Benefits	\$1,702,529	\$1,756,300	\$2,093,400
Commodities	\$2,276,641	\$1,778,200	\$2,375,000
Fixed Charges	\$13,432	\$16,300	\$15,000
Capital Outlay	\$54,679	\$730,000	\$360,000
Other Financing Uses			
Transfers Out - To Other funds	\$6,342	\$7,000	\$6,600
Total Appropriations	\$4,053,623	\$4,287,800	\$4,850,000
Change in Fund Balance (Revenues - Appropriations)	\$546,691	\$0	\$0
Beginning Fund Balance July 1	\$3,591,261	\$4,137,952	\$4,137,952
Ending Fund Balance June 30	\$4,137,952	\$4,137,952	\$4,137,952
Ending Fund Balance as a % of Appropriations	102.1%	96.5%	85.3%

DEBT SERVICE FUND - 211	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Interest on Investments	\$300,792	\$275,000	\$250,000
Other Financing Sources			
Transfers In - from other funds	\$13,782,601	\$14,972,800	\$16,120,100
Total Revenues and Other Financing Sources	\$14,083,393	\$15,247,800	\$16,370,100
Expenditures			
Redemption of Bonds (Principal)	\$10,017,389	\$10,517,400	\$11,206,100
Interest on Bonds/Notes	\$3,770,105	\$4,455,400	\$4,801,700
Other Expenses	\$3,320	\$245,000	\$332,300
Bank Service Charges	\$7,805	\$30,000	\$30,000
Total Appropriations	\$13,798,619	\$15,247,800	\$16,370,100
Change in Fund Balance (Revenues - Appropriations)	\$284,774	\$0	\$0
Beginning Fund Balance July 1	\$274,955	\$559,729	\$559,729
Ending Fund Balance June 30	\$559,729	\$559,729	\$559,729
Ending Fund Balance as a % of Appropriations	4.1%	3.7%	3.4%

SOLID WASTE FUND - 415	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Refuse Collection Charges	\$2,931,860	\$3,130,800	\$3,398,800
Tipping Fees	\$750,041	\$677,200	\$806,600
Miscellaneous	\$37,072	\$25,800	\$50,600
Other Financing Sources		\$0	
Transfers In - From the General Fund	\$2,600,000	\$2,500,000	\$2,500,000
Total Revenues and Other Financing Sources	\$6,318,973	\$6,333,800	\$6,756,000
Expenditures			
Trash Collection	\$992,769	\$1,152,200	\$1,491,900
Household Refuse Collection	\$3,620,972	\$3,652,700	\$3,570,000
Demolition Landfill	\$1,359,975	\$1,042,900	\$1,395,900
Miscellaneous	\$61,380	\$257,200	\$69,400
Debt Service (Principal & Interest)	\$0	\$228,800	\$228,800
Less Internal Fund Transfers	(\$2,493,535)	(\$2,527,710)	(\$2,335,010)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$2,493,535	\$2,527,710	\$2,335,010
Total Appropriations	\$6,035,096	\$6,333,800	\$6,756,000
Change in Fund Balance (Revenues - Appropriations)	\$283,876	\$0	\$0
Beginning Fund Balance July 1	\$1,689,109	\$1,972,985	\$1,972,985
Ending Fund Balance June 30	\$1,972,985	\$1,972,985	\$1,972,985
Ending Fund Balance as a % of Total Appropriations	32.7%	31.2%	29.2%

STORMWATER FUND - 417	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Stormwater Fees	\$1,864,577	\$1,863,900	\$1,893,200
Earnings on Investments	\$10,082	\$9,500	\$15,000
Total Revenues and Other Financing Sources	\$1,874,658	\$1,873,400	\$1,908,200
Expenditures			
Operating Expenses	\$1,448,430	\$1,583,300	\$1,622,300
Debt Service (Principal & Interest)	\$114,678	\$122,000	\$120,900
Depreciation	\$139,702	\$0	\$0
Less Internal Fund Transfers	(\$168,939)	(\$194,810)	(\$182,700)
Other Financing Uses			
Transfers Out - To Other Funds	\$299,279	\$168,100	\$165,000
Transfers Out - To Internal Service Funds	\$168,939	\$194,810	\$182,700
Total Appropriations	\$2,002,088	\$1,873,400	\$1,908,200
Change in Fund Balance (Revenues - Appropriations)	(\$127,429)	\$0	\$0
Beginning Fund Balance July 1	\$569,317	\$441,888	\$441,888
Ending Fund Balance June 30	\$441,888	\$441,888	\$441,888
Ending Fund Balance as a % of Total Appropriations	22.1%	23.6%	23.2%

AQUATIC CENTER FUND - 419	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Donations	\$32,725	\$27,600	\$26,300
Sales/Fees	\$1,373,028	\$1,402,400	\$1,602,400
Other Financing Sources			
Transfers In - From Visitors Enhancement Fund	\$263,681	\$0	\$0
Transfers In - From Regional Sales Tax Fund	\$1,817,725	\$2,500,000	\$2,500,000
Total Revenues and Other Financing Sources	\$3,487,158	\$3,930,000	\$4,128,700
Expenditures			
Operating Expenses	\$2,159,947	\$2,213,500	\$2,438,200
Debt Service (Principal & Interest)	\$364,488	\$1,631,500	\$1,631,500
Depreciation	\$835,393	\$0	\$0
Less Internal Fund Transfers	(\$74,782)	(\$76,940)	(\$82,180)
Other Financing Uses			
Transfers Out - To Other Funds	\$54,849	\$85,000	\$59,000
Transfers Out - To Internal Service Funds	\$74,782	\$76,940	\$82,180
Total Appropriations	\$3,414,677	\$3,930,000	\$4,128,700
Change in Fund Balance (Revenues - Appropriations)	\$72,482	\$0	\$0
Beginning Fund Balance July 1	\$2,327,117	\$2,399,599	\$2,399,599
Ending Fund Balance June 30	\$2,399,599	\$2,399,599	\$2,399,599
Ending Fund Balance as a % of Total Appropriations	70.3%	61.1%	58.1%

MEADOWVIEW CONFERENCE CENTER FUND - 420	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
FF&E Fees/Room Surcharge	\$326,226	\$322,500	\$336,200
Earnings on Investments	\$40,948	\$39,900	\$48,200
Other Financing Sources			
From General Fund	\$0	\$0	\$0
Transfers In - From Regional Sales Tax	\$2,413,355	\$2,250,000	\$2,250,000
Total Revenues and Other Financing Sources	\$2,780,529	\$2,612,400	\$2,634,400
Expenditures			
Operating Expenses	\$1,167,999	\$1,121,100	\$1,145,600
Debt Service (Principal & Interest)	\$317,348	\$1,491,300	\$1,488,800
Depreciation	\$1,472,457	\$0	\$0
Other Financing Uses			
Transfers Out - To Other Funds	\$0	\$0	\$0
Total Appropriations	\$2,957,803	\$2,612,400	\$2,634,400
Change in Fund Balance (Revenues - Appropriations)	(\$177,275)	\$0	\$0
Beginning Fund Balance July 1	\$17,558,224	\$17,380,949	\$17,380,949
Ending Fund Balance June 30	\$17,380,949	\$17,380,949	\$17,380,949
Ending Fund Balance as a % of Total Appropriations	587.6%	665.3%	659.8%

CATTAILS GOLF COURSE FUND - 421	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Sales and Fees	\$1,123,365	\$1,136,600	\$1,091,300
Earnings on Investments	\$10,377	\$10,300	\$86,600
Other Financing Sources			
Transfers In - from Regional Sales Tax	\$149,344	\$250,000	\$250,000
Total Revenues and Other Financing Sources	\$1,283,086	\$1,396,900	\$1,427,900
Expenditures			
Operating Expenses	\$1,215,660	\$1,342,200	\$1,373,000
Debt Service (Principal & Interest)	\$12,579	\$54,700	\$54,900
Depreciation	\$225,417	\$0	\$0
Total Appropriations	\$1,453,656	\$1,396,900	\$1,427,900
Change in Fund Balance (Revenues - Appropriations)	(\$170,570)	\$0	\$0
Beginning Fund Balance July 1	\$2,712,923	\$2,542,353	\$2,542,353
Ending Fund Balance June 30	\$2,542,353	\$2,542,353	\$2,542,353
Ending Fund Balance as a % of Total Appropriations	174.9%	182.0%	178.0%

FLEET MAINTENANCE FUND - 511	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Investments	\$131,848	\$0	\$0
Miscellaneous	\$55,832	\$0	\$0
From Fund Balance	\$0	\$3,076,900	\$5,977,000
Other Financing Sources			
From Other Funds - Fleet Charges	\$9,745,475	\$10,049,900	\$9,232,484
Total Revenues and Other Financing Sources	\$9,933,155	\$13,126,800	\$15,209,484
Expenditures			
Operations	\$9,249,399	\$13,126,800	\$15,209,484
Less Internal Transfers	(\$362,250)	(\$534,480)	(\$551,705)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$362,250	\$534,480	\$551,705
Total Appropriations	\$9,249,399	\$13,126,800	\$15,209,484
Change in Fund Balance (Revenues - Appropriations)	\$683,756	\$0	\$0
Beginning Fund Balance July 1	\$16,354,248	\$17,038,004	\$17,038,004
Ending Fund Balance June 30	\$17,038,004	\$17,038,004	\$17,038,004
Ending Fund Balance as a % of Appropriations	184.2%	0.0%	0.0%

RISK MANAGEMENT FUND - 615	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Investments	\$132,261	\$121,800	\$145,000
Miscellaneous	\$942,000	\$99,280	\$482,760
Other Financing Sources			
From Other Funds - Risk Charges	\$1,507,580	\$2,530,020	\$2,592,940
Total Revenues and Other Financing Sources	\$2,581,841	\$2,751,100	\$3,220,700
Expenditures			
Administration	\$1,095,781	\$1,472,400	\$1,942,000
Insurance Claims	\$823,924	\$1,278,700	\$1,278,700
Less Internal Fund Transfers	(\$19,038)	(\$55,350)	(\$54,450)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$19,038	\$55,350	\$54,450
Total Appropriations	\$1,919,704	\$2,751,100	\$3,220,700
Change in Fund Balance (Revenues - Appropriations)	\$662,137	\$0	\$0
Beginning Fund Balance July 1	\$3,543,557	\$4,205,694	\$4,205,694
Ending Fund Balance June 30	\$4,205,694	\$4,205,694	\$4,205,694
Ending Fund Balance as a % of Appropriations	219.1%	152.9%	130.6%

HEALTH INSURANCE FUND - 625	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Employee Contribution	\$2,327,313	\$2,237,540	\$2,319,950
Earnings on Investments	\$73,957	\$62,000	\$80,000
Other Revenue	\$2,067,991	\$1,405,000	\$1,439,600
Other Financing Sources			
Transfers In - City Contributions	\$6,305,579	\$7,026,710	\$7,239,350
Total Revenues and Other Financing Sources	\$10,774,839	\$10,731,250	\$11,078,900
Expenditures			
Administration	\$964,061	\$1,326,050	\$1,585,250
Insurance Claims	\$7,988,742	\$8,200,000	\$8,200,000
Clinic Operations	\$1,147,553	\$1,205,200	\$1,293,650
Less Internal Fund Transfers	(\$8,193)	(\$10,420)	(\$10,420)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$8,193	\$10,420	\$10,420
Total Appropriations	\$10,100,356	\$10,731,250	\$11,078,900
Change in Fund Balance (Revenues - Appropriations)	\$674,483	\$0	\$0
Beginning Fund Balance July 1	\$3,252,840	\$3,927,323	\$3,927,323
Ending Fund Balance June 30	\$3,927,323	\$3,927,323	\$3,927,323
Ending Fund Balance as a % of Appropriations	38.9%	36.6%	35.4%

RETIREES HEALTH INSURANCE FUND - 626	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Employee Contributions	\$504,922	\$546,100	\$530,000
Other Revenue	\$190,114	\$164,700	\$190,800
Earnings on Investments	\$53,886	\$39,400	\$75,000
Other Financing Sources			
Transfers In - City Contributions	\$750,000	\$750,000	\$750,000
Total Revenues and Other Financing Sources	\$1,498,921	\$1,500,200	\$1,545,800
Expenditures			
Administration	\$135,885	\$339,000	\$345,800
Insurance Claims	\$1,371,797	\$1,161,200	\$1,200,000
Total Appropriations	\$1,507,682	\$1,500,200	\$1,545,800
Change in Fund Balance (Revenues - Appropriations)	(\$8,761)	\$0	\$0
Beginning Fund Balance July 1	\$2,826,541	\$2,817,780	\$2,817,780
Ending Fund Balance June 30	\$2,817,780	\$2,817,780	\$2,817,780
Ending Fund Balance as a % of Appropriations	186.9%	187.8%	182.3%

PUBLIC LIBRARY COMMISSION FUND - 611	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Investments	\$164	\$10	\$10
Total Revenues and Other Financing Sources	\$164	\$10	\$10
Expenditures			
Supplies & Materials	\$0	\$10	\$10
Total Appropriations	\$0	\$10	\$10
Change in Fund Balance (Revenues - Appropriations)	\$164	\$0	\$0
Beginning Fund Balance July 1	\$5,085	\$5,249	\$5,249
Ending Fund Balance June 30	\$5,249	\$5,249	\$5,249
Ending Fund Balance as a % of Appropriations	0.0%	0.0%	52490.0%

BAYS MOUNTAIN COMMISSION FUND - 612	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Receipts	\$283,897	\$285,000	\$285,000
Investments	\$6,576	\$5,000	\$5,000
From Non-Profit Groups	\$288,226	\$0	\$0
Fund Balance Appropriation	\$0	\$0	\$0
Total Revenues and Other Financing Sources	\$578,700	\$290,000	\$290,000
Expenditures			
Maintenance	\$381,387	\$248,700	\$248,700
Capital Outlay	\$0	\$41,300	\$41,300

Total Appropriations	\$381,387	\$290,000	\$290,000
Change in Fund Balance (Revenues - Appropriations)	\$197,313	\$0	\$0
Beginning Fund Balance July 1	\$246,826	\$444,139	\$444,139
Ending Fund Balance June 30	\$444,139	\$444,139	\$444,139
Ending Fund Balance as a % of Appropriations	116.5%	153.2%	153.2%

SENIOR CITIZENS ADVISORY BOARD FUND - 616	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Charges for Services	\$405,750	\$283,200	\$283,200
Investment Earnings	\$9,033	\$400	\$400
Contributions & Donations	\$84,981	\$55,400	\$55,400
Total Revenues and Other Financing Sources	\$499,764	\$339,000	\$339,000
Expenditures			
Contractual	\$321,777	\$339,000	\$339,000
Total Appropriations	\$321,777	\$339,000	\$339,000
Change in Fund Balance (Revenues - Appropriations)	\$177,987	\$0	\$0
Beginning Fund Balance July 1	\$256,781	\$434,768	\$434,768
Ending Fund Balance June 30	\$434,768	\$434,768	\$434,768
Ending Fund Balance as a % of Appropriations	135.1%	128.3%	128.3%

PALMER CENTER TRUST FUND - 617	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Investments	\$2,615	\$100	\$100
Total Revenues and Other Financing Sources	\$2,615	\$100	\$100
Expenditures			
Donations & Grants	\$0	\$100	\$100
Total Appropriations	\$0	\$100	\$100
Change in Fund Balance (Revenues - Appropriations)	\$2,615	\$0	\$0
Beginning Fund Balance July 1	\$70,102	\$72,717	\$72,717
Ending Fund Balance June 30	\$72,717	\$72,717	\$72,717
Ending Fund Balance as a % of Appropriations	0.0%	0.0%	72717.0%

PUBLIC ART COMMISSION FUND - 619	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Gift Shop & Events	\$0	\$4,000	\$4,000
Contributions	\$0	\$6,000	\$6,000
Total Revenues and Other Financing Sources	\$0	\$10,000	\$10,000
Expenditures			
Operations	\$0	\$10,000	\$10,000
Total Appropriations	\$0	\$10,000	\$10,000
Change in Fund Balance (Revenues - Appropriations)	\$0	\$0	\$0
Beginning Fund Balance July 1	\$0	\$0	\$0
Ending Fund Balance June 30	\$0	\$0	\$0
Ending Fund Balance as a % of Appropriations	NA	NA	0.0%

ALLANDALE TRUST FUND - 620	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Investments	\$6,547	\$4,500	\$4,500
Fund Balance Appropriation	\$0	\$13,000	\$13,000
Total Revenues and Other Financing Sources	\$6,547	\$17,500	\$17,500
Expenditures			
Operations	\$0	\$10,500	\$10,500
Capital Outlay	\$0	\$7,000	\$7,000
Total Appropriations	\$0	\$17,500	\$17,500
Change in Fund Balance (Revenues - Appropriations)	\$6,547	\$0	\$0
Beginning Fund Balance July 1	\$220,858	\$227,405	\$227,405
Ending Fund Balance June 30	\$227,405	\$227,405	\$227,405
Ending Fund Balance as a % of Appropriations	NA	NA	1299.5%

STEADMAN CEMETERY TRUST FUND - 621	Actual FY2023	Estimated FY 2024	Budget FY 2025
Revenues			
Investments	\$196	\$50	\$100
Fund Balance Appropriation	\$0	\$2,500	\$2,500
Total Revenues and Other Financing Sources	\$196	\$2,550	\$2,600
Expenditures			
Operations	\$1,280	\$2,550	\$2,600
Total Appropriations	\$1,280	\$2,550	\$2,600
Change in Fund Balance (Revenues - Appropriations)	(\$1,084)	\$0	\$0
Beginning Fund Balance July 1	\$6,140	\$5,056	\$5,056
Ending Fund Balance June 30	\$5,056	\$5,056	\$5,056
Ending Fund Balance as a % of Appropriations	395.0%	198.3%	194.5%

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 2024, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2024
General Fund - 110	\$23,994,127
State Street Aid Fund - 121	\$11,543
Criminal Forfeiture Fund - 126	\$63,995
Drug Fund - 127	\$607,237
Regional Sales Tax Fund - 130	\$563,946
Visitors Enhancement Fund - 135	\$191,191
Library Governing Board Fund - 137	\$79,207
General Purpose School Fund - 141	\$9,887,309
School Nutrition Fund - 147	\$4,287,800
Debt Service Fund - 211	\$559,729
Solid Waste Fund - 415	\$1,972,985
Stormwater Fund - 417	\$441,888
Aquatic Center Fund - 419	\$2,399,599
Meadowview Conference Center Fund - 420	\$17,380,949
Cattails Golf Course Fund - 421	\$2,542,353
Fleet Maintenance Fund - 511	\$17,038,004
Risk Management Fund - 615	\$4,205,694
Health Insurance Fund - 625	\$3,927,323
Retiree's Health Insurance Fund - 626	\$2,817,780
Library Commission Fund - 611	\$5,249
Bays Mountain Commission Fund - 612	\$444,139
Senior Center Advisory Board Fund - 616	\$434,768
Palmer Center Trust Fund - 617	\$72,717
Public Art Commission Fund – 619	\$0
Allandale Fund - 620	\$227,405
Steadman Cemetery Trust Fund - 621	\$5,056

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, 2024	FY 2025 Principal Payment	FY 2025 Interest Payment
Bonds -Payable Through General Fund				
General Obligation Refunding Series 2013	\$12,177,052	\$2,824,166	\$915,010	\$76,626
General Obligation Refunding Series 2013B	\$13,406,846	\$7,721,973	\$638,421	\$317,830
General Obligation Refunding Series 2014A	\$13,233,893	\$8,904,574	\$653,002	\$316,664
General Obligation Refunding Series 2015 (Feb)	\$17,695,000	\$9,085,000	\$2,485,000	\$323,200
General Obligation Refunding Series 2015A	\$15,105,000	\$3,687,398	\$258,625	\$112,382
General Obligation Refunding Series 2016A	\$16,580,000	\$3,788,343	\$706,266	\$120,190
General Obligation Refunding Series 2016B	\$13,360,000	\$2,643,134	\$431,069	\$83,297
General Obligation Refunding Series 2016 (Nov)	\$7,821,325	\$5,509,938	\$386,759	\$185,718
General Obligation Refunding Series 2017A	\$14,885,000	\$11,060,982	\$716,961	\$314,956
General Obligation Refunding Series 2018A	\$7,040,000	\$5,475,000	\$360,000	\$188,450
General Obligation Series 2019 Refunding (09 BABS)	\$14,100,000	\$4,777,070	\$708,974	\$238,854
General Obligation Series 2019 (Nov))	\$18,615,000	\$7,514,202	\$442,575	\$261,394
General Obligation Series 2020 Refunding 11 & 12C	\$14,925,000	\$7,447,221	\$877,055	\$131,251
General Obligation Series 2021 Series 2021	\$17,760,000	\$8,583,040	\$334,303	\$269,377
General Obligation Series 2022 Series	\$40,770,000	\$40,770,000	\$685,000	\$1,789,537
Bonds -Payable Through Aquatic Center Fund				
General Obligation Public Improvement Series 2012A	\$3,110,000	\$1,580,000	\$175,000	\$48,981
General Obligation Refunding Series 2013A (Lazy River)	\$1,310,000	\$765,000	\$65,000	\$29,463
General Obligation Refunding Series 2016B	\$9,029,862	\$5,511,866	\$898,931	\$173,703
General Obligation Refunding Series 2017A	\$164,712	\$124,018	\$8,039	\$3,531
General Obligation Refunding Series 2018C	\$2,360,000	\$1,860,000	\$110,000	\$59,169
General Obligation Series 2019 Refunding (09 BABS)	\$295,809	\$191,542	\$28,427	\$9,577
General Obligation Series 2020 Refunding 11 & 12C	\$103,584	\$83,388	\$9,820	\$1,470
Bonds -Payable Through Meadowview Fund				
General Obligation Refunding Series 2016A	\$9,221,015	\$5,041,525	\$939,898	\$159,950
General Obligation Refunding Series 2016 (Nov)	\$3,266,427	\$2,301,120	\$161,522	\$77,561
General Obligation Series 2019 Refunding (09 BABS)	\$542,374	\$351,196	\$52,122	\$17,560
General Obligation Series 2019 (Nov))	\$324,543	\$273,809	\$16,127	\$9,525
General Obligation Series 2021 Series 2021	\$830,000	\$773,919	\$30,144	\$24,289
Bonds -Payable Through Cattails Golf Course Fund				
General Obligation Series 2019 (Nov))	\$231,817	\$195,577	\$11,519	\$6,803
General Obligation Series 2020 Refunding 11 & 12C	\$334,626	\$269,383	\$31,725	\$4,748
Bonds -Payable Through Solid Waste Fund				
General Obligation Refunding Series 2013	\$132,948	\$30,834	\$9,990	\$837
General Obligation Refunding Series 2013B	\$289,856	\$166,949	\$13,803	\$6,871
General Obligation Refunding Series 2014A	\$2,371,107	\$1,595,427	\$116,998	\$56,736
General Obligation Series 2019 Refunding (09 BABS)	\$161,953	\$104,867	\$15,564	\$5,243

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2024	FY 2025 Principal Payment	FY 2025 Interest Payment
Bonds -Payable Through Storm Water Fund				
General Obligation Refunding Series 2016A	\$430,058	\$235,131	\$43,836	\$7,460
General Obligation Series 2019 Refunding (09 BABS)	\$323,907	\$209,736	\$31,127	\$10,487
General Obligation Series 2020 Refunding 11 & 12C	\$255,992	\$206,079	\$24,270	\$3,632
Notes				
HUD 108-Paid Through CDBG Project Fund	\$856,000	\$297,000	\$43,000	\$11,807
School EESI Series 2010-Paid Through General Purpose School Fund	\$5,045,078	\$146,361	\$146,361	\$286
School EESI Series 2021- Paid Through General Purpose School Fund	\$2,866,134	\$2,635,925	\$173,641	\$12,707
Notes - Payable Through General Fund				
09 QSCB - Paid Through General Purpose School Fund	\$1,240,000	\$163,212	\$77,374	\$18,786
2020 Capital Outlay Notes - Paid Through General Purpose School Fund	\$2,000,000	\$1,499,999	\$166,667	\$28,192
Capital Leases				
No Capital Leases				

Section VI. During the coming fiscal year (FY 2024-2025) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Future Capital Projects	Proposed Capital Projects - Total Expense	Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Capital Projects Expense Financed by Debt Proceeds
Public Works – Streets Resurfacing	\$1,800,000	\$1,800,000	\$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 29.08% for current employees only and the employees under the bridge will be 32.58%. 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 at \$1.9983 for Sullivan County inside city residents and for Hawkins County inside city rates for tax year 2024.

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 (FY25-29) is hereby approved.

Section XVI. This ordinance shall take effect July 1, 2024, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY 2024-2025 Water Budget

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

Action Form No.: AF-158-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

- Hold a Public Hearing
- Approve the Ordinance

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 16, 2024 budget work session. As required by state law, it was published in the Times News on June 3, 2024.

The Water Fund budget for FY 2024-2025 is \$18,890,000 less inter-fund transfers \$3,702,650, establishing a net Water Budget of \$15,187,350.

Attachments:

1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025, 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, 2024 and ending June 30, 2024 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 2024-2025 Water Fund Budget are \$18,890,000, less inter-fund transfers of \$3,702,650, establishing a net Water Budget of \$15,187,350. These revenues are hereby appropriated.

The estimated expenditures for the FY 2024-2025 Water Fund Budget are \$18,890,000 less inter-fund transfers \$3,702,650, establishing a net Water Budget of \$15,187,350. These expenditures are hereby appropriated.

Estimated Water Fund Revenues and Appropriations for the Fiscal Period July 1, 2024- June 30, 2025.

WATER FUND - 411	Actual FY2023	Estimated FY 2024	Budget FY 2025
Operating Revenues			
Water Sales	\$14,938,648	\$15,650,600	\$17,239,100
Tap Fees	\$368,543	\$273,000	\$373,200
Miscellaneous Other Fees	\$824,824	\$467,300	\$627,000
Total Operating Revenues	\$16,132,015	\$16,390,900	\$18,239,300
Non-Operating Revenues (Expenses)			
Revenue: Investment Income	\$217,001	\$280,900	\$310,700
Other Financing Sources			
Transfers In - From Other Funds	\$285,778	\$380,000	\$340,000
Total Revenues and Other Financing Sources	\$16,634,794	\$17,051,800	\$18,890,000
Operating Expenses			
Water Department	\$3,804,853	\$8,154,720	\$9,271,250
Depreciation	\$3,627,166	\$166,450	\$400
Total Operating Expenses	\$7,432,019	\$8,321,170	\$9,271,650
Capital Expenses			
Debt Service (Principal & Interest)	\$3,745,777	\$4,280,400	\$4,575,700
To Capital Projects	\$1,056,000	\$1,109,000	\$1,340,000
Total Expenses	\$12,233,796	\$13,710,570	\$15,187,350
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$1,420,548	\$1,578,230	\$1,649,650
Transfers Out - To General Fund (PILOT)	\$653,000	\$653,000	\$653,000
Transfers Out - To General Fund (Admin)	\$1,180,301	\$1,110,000	\$1,400,000
Total Appropriations	\$15,487,645	\$17,051,800	\$18,890,000
Change in Fund Balance (Revenues - Appropriations)	\$1,147,150	\$0	\$0
Beginning Fund Balance July 1	\$70,300,177	\$71,447,327	\$71,447,327
Ending Fund Balance June 30	\$71,447,327	\$71,447,327	\$71,447,327
Ending Net Position as a % of Appropriations	461.3%	419.0%	378.2%

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

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

Section IV. At the end of the fiscal year 2024, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2024
Water Fund - 411	\$71,447,327

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, 2024	FY 2025 Principal Payment	FY 2025 Interest Payment
Bonds -Payable Through Water Fund				
Tennessee Municipal Bond Fund (TMBF) - 2008	\$9,698,196	\$1,393,196	\$735,000	\$69,659
General Obligation Refunding Series 2013	\$3,025,000	\$30,000	\$10,000	\$812
General Obligation Refunding Series 2013B	\$4,262,308	\$2,454,971	\$202,967	\$101,045
General Obligation Refunding Series 2014B	\$2,717,899	\$1,737,410	\$135,895	\$50,084
General Obligation Refunding Series 2015A	\$2,226,420	\$1,019,245	\$71,487	\$31,064
General Obligation Refunding Series 2016 (Nov)	\$3,294,425	\$2,320,844	\$162,907	\$78,226
General Obligation Refunding Series 2017B	\$1,167,095	\$875,580	\$56,539	\$24,930
General Obligation Refunding Series 2018B	\$3,966,023	\$3,191,615	\$180,445	\$108,953
General Obligation Series 2019 Refunding (09 BABS)	\$2,159,378	\$1,398,236	\$207,515	\$69,912
General Obligation Series 2019 (Nov))	\$5,730,508	\$4,834,683	\$284,755	\$168,183
General Obligation Series 2020 Refunding 11 & 12C	\$2,337,395	\$1,881,661	\$221,602	\$33,163
General Obligation Series 2021	\$1,380,000	\$1,286,756	\$50,118	\$40,384
General Obligation Series 2023	\$9,750,000	\$9,750,000	\$165,000	\$428,025
Loan - Payable Through Water Fund				
DWF 2014-140	\$13,235,098	\$10,091,893	\$643,332	\$163,152
DG8 2022-249	\$1,300,000	\$1,251,160	\$59,184	\$12,972
No Notes				
No Capital Leases				

Section VI. During the coming fiscal year (FY 2024-2025) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Future Capital Projects	Proposed Capital Projects - Total Expense	Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Capital Projects Expense Financed by Debt Proceeds
Water - Line Improvements	\$875,000	\$875,000	\$0
Water - Pump Station Improvements	\$165,000	\$165,000	\$0
Water - Facility Improvements	\$100,000	\$100,000	\$0
Water – Hydro Excavator	\$200,000	\$200,000	\$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 29.08% for current employees only and the employees under the bridge will be 32.58%. 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 4.75% for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2024.

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 (FY25-29) 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, 2024, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY 2024-2025 Sewer Budget

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

Action Form No.: AF-159-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

- Hold a Public Hearing
- Approve the Ordinance

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 16, 2024 budget work session. As required by charter, it was published in the Times News on June 3, 2024.

The Sewer Fund budget for FY 2024-2025 is \$20,264,000, less inter-fund transfers of \$3,381,230, establishing a net Sewer Budget of \$16,882,770.

Attachments:

1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT,
TENNESSEE, ADOPTING A FINAL SEWER BUDGET
AND APPROPRIATING FUNDS FOR THE FISCAL YEAR
BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025,
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, 2024 and ending June 30, 2025 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 2024-2025 Sewer Fund Budget are \$20,264,000, less inter-fund transfers of \$3,381,230, establishing a net Sewer Budget of \$16,882,770. These revenues are hereby appropriated.

The estimated expenditures for the FY 2024-2025 Sewer Fund Budget are \$20,264,000, less inter-fund transfers of \$3,381,230, establishing a net Sewer Budget of \$16,882,770. These expenditures are hereby appropriated.

Estimated Sewer Fund Revenues and Appropriations for the Fiscal Period July 1, 2024-
June 30, 2025:

SEWER FUND - 412	Actual FY2023	Estimated FY 2024	Budget FY 2025
Operating Revenues			
Sewer Charges	\$16,919,533	\$17,900,800	\$18,873,300
Tap Fees	\$502,550	\$500,000	\$500,000
Miscellaneous Other Fees	\$692,476	\$136,900	\$443,100
Total Operating Revenues	\$18,114,559	\$18,537,700	\$19,816,400
Non-Operating Revenues (Expenses)			
Revenue: Investment Income	\$295,309	\$242,900	\$447,600
Total Revenues and Other Financing Sources	\$18,409,868	\$18,780,600	\$20,264,000
Operating Expenses			
Sewer Department	\$5,391,279	\$7,285,320	\$7,560,170
Depreciation	\$5,544,669	\$1,606,300	\$2,000,000
Total Operating Expenses	\$10,935,948	\$8,891,620	\$9,560,170
Capital Expenses			
Debt Service (Principal & Interest)	\$1,473,209	\$5,850,400	\$6,177,600
To Capital Projects	\$739,549	\$922,700	\$1,145,000
Total Expenses	\$13,148,706	\$15,664,720	\$16,882,770
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$1,182,325	\$1,290,980	\$1,343,230
Transfers Out - To General Fund (PILOT)	\$838,000	\$838,000	\$838,000
Transfers Out - To Water Fund	\$259,722	\$306,900	\$300,000
Transfers Out - To General Fund (Admin)	\$726,113	\$680,000	\$900,000
Total Appropriations	\$16,154,867	\$18,780,600	\$20,264,000
Change in Fund Balance (Revenues - Appropriations)	\$2,255,001	\$0	\$0
Beginning Fund Balance July 1	\$106,200,333	\$108,455,334	\$108,455,334
Ending Fund Balance June 30	\$108,455,334	\$108,455,334	\$108,455,334
Ending Net Position as a % of Appropriations	671.3%	577.5%	535.2%

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

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

Section IV. At the end of the fiscal year 2024, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2024
Sewer Fund - 412	\$108,455,334

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, 2024	FY 2025 Principal Payment	FY 2025 Interest Payment
Bonds -Payable Through Sewer Fund				
General Obligation Refunding Series 2013	\$27,760,000	\$8,725,000	\$1,185,000	\$248,282
General Obligation Refunding Series 2013B	\$9,550,990	\$5,501,106	\$454,809	\$226,421
General Obligation Refunding Series 2014B	\$6,582,101	\$4,207,591	\$329,105	\$121,291
General Obligation Refunding Series 2015A	\$4,823,895	\$2,208,357	\$154,888	\$67,305
General Obligation Refunding Series 2016 (Nov)	\$6,952,823	\$4,898,100	\$343,812	\$165,095
General Obligation Refunding Series 2017B	\$10,082,905	\$7,564,420	\$488,461	\$215,382
General Obligation Refunding Series 2018B	\$1,308,977	\$1,053,385	\$59,555	\$35,960
General Obligation Series 2019 Refunding (09 BABS)	\$3,239,067	\$2,097,354	\$311,272	\$104,868
General Obligation Series 2019 (Nov)	\$3,421,614	\$2,886,728	\$170,024	\$100,420
General Obligation Series 2020 Refunding 11 & 12C	\$2,642,486	\$2,127,268	\$250,527	\$37,491
General Obligation Series 2021	\$6,345,000	\$5,916,284	\$230,435	\$185,681
General Obligation Series 2023	\$11,425,000	\$11,425,000	\$190,000	\$501,437
No Loans				
No Notes				
No Capital Leases				

Section VI. During the coming fiscal year (FY 2023-2024) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Future Capital Projects	Proposed Capital Projects - Total Expense	Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Capital Projects Expense Financed by Debt Proceeds
Sewer - Pump Station Improvements	\$375,000	\$375,000	\$0
Sewer - Line Improvements	\$270,000	\$270,000	\$0
Sewer – Facility Improvements	\$200,000	\$200,000	
Sewer – Maintenance Facility Improvements	\$100,000	\$100,000	\$0
Sewer – Hydro Excavator Truck	\$200,000	\$200,000	

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

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

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

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

Section X. That the Legacy Tennessee Consolidated Retirement System Rate will be approved at 29.08% for current employees only and the employees under the bridge will be 32.58%. 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, 2024.

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 (FY25-29) 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, 2024, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2024-2025 Metropolitan Planning Project Grant Fund Budget

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

Action Form No.: AF-160-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through this separate capital/grant budget ordinance. The total FY 2024-2025 budget for the Metropolitan Planning Project Grant Fund is \$389,031.

Attachments:

- 1. Ordinance

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

ORDINANCE NO. _____

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

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

SECTION I. That the Metropolitan Transportation Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$389,031.

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

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

<u>Revenues</u>		<u>Expenditures</u>	
CPG 5% State Funding	\$17,392	Personal Services	\$287,350
FHWA TN (80%)	\$278,274	Contract Services	\$94,181
FHWA VA (80%)	\$22,547	Commodities	\$4,250
VDOT-FHWA (10%)	\$2,818	Insurance	\$3,000
General Fund	\$68,000	Capital Outlay	\$250
Total Revenues	\$389,031	Total Expenditures	\$389,031

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, 2024, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2024-2025 Community Development Block Grant Fund Budget

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

Action Form No.: AF-161-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

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 2024-2025 budget for the Community Development Block Grant Fund is \$434,064.

Attachments:

- 1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$434,064.

COMMUNITY DEVELOPMENT FUND

CD2501	CDBG Administration	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$86,812	
124-0000-603.10-10	Salaries		\$69,110
124-0000-603.10-20	Social Security		\$5,390
124-0000-603.10-30	Health Insurance		\$2,812
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
	Total CD2401 - CDBG Administration	\$86,812	\$86,812
CD2504	KAHR Program	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$162,142	
124-0000-603.40-23	Grants		\$162,142
	Total CD2404 - KAHR Program	\$162,142	\$162,142
CD2505	Community Enrichment	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$65,110	
124-0000-603.40-23	Grants		\$65,110
	Total CD2405 - Community Enrichment	\$65,110	\$65,110
CD2525	Code Enforcement	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$50,000	
124-0000-603.10-10	Salaries		\$50,000
	Total CD2425 - Code Enforcement	\$50,000	\$50,000

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

SECTION II. This ordinance shall take effect July 1, 2024, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2024-2025 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-162-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance

Executive Summary:
Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year’s grant was presented in the budget work sessions on May 16, 2024. 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 2024-2025 budget for the Schools Public Law 93-380 Grant Project Fund is \$5,998,591.

Attachments:
1. Ordinance

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

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

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

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

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

Public Law 93-380 Grant Project Fund - 142

Revenues	Budget
Federal Grants	\$5,998,591
Total Revenues	\$5,998,591
Expenditures	Budget
Instruction	\$2,264,501
Support Services	\$3,224,586
To School Fund	\$106,364
To Risk Fund	\$8,369
To Consolidated Admin.	\$394,771
Total Expenditures	\$5,998,591

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, 2024, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY 2024-2025 Schools Special Projects Grant Fund Budget

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

Action Form No.: AF-163-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: John Morris
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

Each year the City of Kingsport School system receives federal and state funding for the School Special Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions on May 13, 2024. 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 2024-2025 budget for the Schools Special Projects Grant Fund is \$823,720.

Attachments:

- 1. Ordinance

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

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

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

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

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

School Grant Projects Fund -- 145

Revenues	Original Budget
Federal Grants	\$ 0
State Grant	\$ 738,720
Local Revenue	\$ 20,000
From School Fund - 141	\$ 65,000
Total Revenues	\$ 823,720

Expenditures	Original Budget
Instruction	\$ 747 150
Support Services	\$ 73,625
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 2,945
Total Expenditures	\$ 823,720

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, 2024, the welfare of the City of Kingsport requiring it.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2024; 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 increased by amending various revenue lines to adjust to actual, by appropriating \$3,100,000 from Fund Balance (110-0000-392.01-00) for one-time capital projects (Demolition, Library, LPRF Grant), decreasing the To Debt Service line (110-4804-481-70-29) by \$2,000,000, and by transferring \$155,037 from various Leisure Services Administration lines for project cleanup to be therefore reallocated to the To Gen Proj-Special Rev line (110-4804-481.70-35) in the amount of \$3,805,916 and to the To Gen Project Fund line (110-4804-481.70-36) in the amount of \$3,006,870. The total adjustment increases the total General Fund budget by \$4,657,749.

SECTION II. That the General Projects-Special Revenue Fund be amended by transferring \$1,500 from the Demolition KHRA project (NC2106), \$2,600 from the Fire SCBA Equipment project (NC2215), \$14,617 from the Archives Move/Demo project (NC2230), \$21,345 from the Fac Maint old City Hall project (NC2235) and \$2,467 from the Server Upgrades project (NC2324) for a total of \$42,529 to the Facilities Improvements project (NC2221), by allocating \$3,805,916 from the General Fund to the Parking Lot Repaving project (NC2211) in the amount of \$16,134, to the Fire Equipment project (NC2216) in the amount of \$142, to the Brickyard Park Equipment project (NC2219) in the amount of \$8,849, to the Greenbelt Landscaping project (NC2227) in the amount of \$4,000, to the Senior Digital Library project (NC2306) in the amount of \$250, to the Building Demolition project (NC2313) in the amount of \$1,600,000, to the Opioid Settlement project (NC2420) in the amount of \$220,982, to the Misc Project project (NC2325) in the amount of \$1,287,372, to the Leisure Services Project project (NC2331) in the amount of \$655,037, to the LNG Training Project project (NC2416) in the amount of \$1,000 to the LTSA Grant project (NC2419) for matching funds in the amount of \$12,150, by allocating a LTSA grant from the State of Tennessee to the LTSA Grant project (NC2419) in the amount of \$12,150, by allocating Bay Mt Park Commission Funds to the Farmstead Project project (NC2413) in the amount of \$40,000 and by accepting a donation from the Bays Mtn Park Association in the amount of \$15,000. Close NC2106, NC2211, NC2215, NC2216, NC2219, NC2227, NC2230, NC2235, NC2306, and NC2324.

SECTION III. That the Debt Service Fund be amended by increasing various revenue lines for a total of \$2,000,000 and by decreasing the From General Fund line (211-0000-391-01-00) by \$2,000,000.

SECTION IV. That the General Projects Fund be amended by appropriating \$816 of earned interest to the Greenbelt East Ext Ph 1 project (GP1529) and by transferring \$3,339 from the Greenbelt Wayfinding project (GP1921) to the Greenbelt East Ext Ph 1 project (GP1529) in the amount of \$3,305 and to the BMP Nature Center project (GP2215) in the amount of \$34, by transferring \$11,129 from the Fire-Facilities/Capital project (GP2003) to the Fire-Facilities/Capital project (GP2208), by transferring \$25,000 from the Bridge Improvements project (GP2403) to the PW Facilities project (GP2207), and by allocating \$3,006,870 from the General Fund to the Library Improvements project (GP2300) in the amount of \$1,000,000, to the Street Resurfacing project (GP2400) in the amount of \$2,000,000, and to the Bridge Improvements project (GP2403) in the amount of \$6,780. Close GP1529, GP1921, and GP2003.

SECTION V. That the Water Fund be amended by allocating \$998,068 from the Fund Balance Appropriations line (411-0000-392.01-00) to the Water Project Fund line (411-6996-696.76-01) for one-time capital projects.

SECTION VI. That the Sewer Fund be amended by allocating \$2,600,000 from the Fund Balance Appropriations line (412-0000-392.01-00) to the Sewer Project Fund line (412-6996-696.76-02) for one-time capital projects.

SECTION VII. That the Solid Waste Project Fund budget be amended by transferring \$502 from the Demolition Landfill project (DL2403) to the Demolition Landfill project (DL2201).

SECTION VIII. That the Water Project Fund be amended by appropriating \$998,068 from the Water Fund to the Meter Replacements project (WA2008) in the amount of \$868,068 and to the Facility Improvements project (WA2302) in the amount of \$130,000, by reallocating \$678,000 in ARPA funding from the Water Intake Screen Replacement project (WA2308) to the AMI Meter Purchase project (WA2306) in the amount of \$526,363 and by reallocating \$151,637 to the Stormwater Asset Mapping project (ST2303). Close WA2008.

SECTION IX. That the Sewer Project Fund be amended by appropriating \$2,600,000 from the Sewer Fund to the SLS Improvements project (SW2204) in the amount of \$400,000, to the Maintenance Facility Improvements project (SW2402) in the amount of \$200,00, to the WWTP Headworks Improvements project (SW2411) in the amount of \$1,000,000 and to the Collection System Upgrades project (SW2412) in the amount of \$1,000,000, and by transferring \$215,866 from the Reedy Creek Trunk Line project (SW2205) and \$452,643 from the I&I Upgrade – Garden/Industry project (SW2306) to the Collection System Upgrades (SW2409) in the amount of \$668,509. Close SW2205.

SECTION X. That the Stormwater Project Fund be amended by transferring \$38,723 from the Reservoir Rd Storm Upgrade project (ST2108), \$50,300 from the Stormwater ARPA Match project (ST2300), \$1,850 from the MS4 Stormwater Permit Compliance project (ST2301) and \$5,000 from the Stormwater Master Plan project (ST2302) to the Maintenance Facility Improvements project (ST2401) in the amount of \$95,873, and by increasing ARPA funding to the Stormwater Asset Mapping project (ST2303) by \$151,637. Close ST2108 & ST2300.

SECTION XI. That the Bays Mountain Park Commission Fund be amended by allocating \$40,000 from Fund Balance Appropriations (612-0000-392.01-00) to the General Project-Special Revenue Fund for use in the Farmstead project (NC2413).

Account Number/Description:

<u>General Fund: 110</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
110-0000-311.10-10 Commercial	12,088,350	(127,719)	11,960,631
110-0000-311.10-15 Industrial	2,463,600	7,152	2,470,752
110-0000-311.10-20 Farm	90,300	(14,007)	76,293
110-0000-311.10-25 Agriculture	55,100	7,449	62,549
110-0000-311.10-30 Residential	16,118,000	(46,691)	16,071,309
110-0000-311.10-40 Forestry	17,800	(5,779)	12,021
110-0000-311.20-10 Tan Commercial	6,517,580	877,182	7,394,762
110-0000-311.30-00 Public Utilities-SA	960,600	198,406	1,159,006

110-0000-311.40-00 Prior Years	600,000	(121,419)	478,581
110-0000-311.90-00 Demo/Improvement Assessed	0	9,674	9,674
110-0000-312.10-00 KHRA-PILOT	10,000	(10,000)	0
110-0000-312.60-00 KEDB-PILOT	2,152,200	(160,589)	1,991,611
110-0000-312.90-00 Other PILOT	27,700	2,295	29,995
110-0000-314.10-00 Wholesale Beer	1,306,900	(56,271)	1,250,629
110-0000-314.20-00 Wholesale Liquor	665,300	25,013	690,313
110-0000-314.30-00 Beer Privilege	14,800	459	15,259
110-0000-314.31-00 Beer Permit Apps	7,600	(3,650)	3,950
110-0000-315.10-00 Gross Receipts	2,119,900	228,200	2,348,100
110-0000-315.30-00 New License Fee	5,500	1,160	6,660
110-0000-315.40-00 Minimal Activity	600	3,840	4,440
110-0000-315.50-00 Transient Vendor*	0	50	50
110-0000-316.10-00 Cable TV Franchise	745,300	(76,173)	669,127
110-0000-316.15-00 AEP Franchise	5,800,000	(344,060)	5,455,940
110-0000-316.20-00 Motel-Hotel Tax	1,650,000	(108,207)	1,541,793
110-0000-317.10-00 Property Tax P&I	275,000	(59,810)	215,190
110-0000-317.12-00 Publicity & Postage	7,500	322	7,822
110-0000-317.30-00 Business Tax-Interest	0	60	60
110-0000-321.10-00 Contractor Licenses	16,000	3,050	19,050
110-0000-322.10-00 Building Permits	600,000	(57,354)	542,646
110-0000-322.20-00 Electrical Permits	66,400	9,291	75,691
110-0000-322.30-00 Natural Gas Permits	73,300	49,345	122,645
110-0000-322.40-00 Plumbing Permits	39,390	8,735	48,125
110-0000-332.05-00 Hall Income Tax	0	2,053	2,053
110-0000-332.10-00 St Shared Sales Tax	6,619,400	164,629	6,784,029
110-0000-332.12-00 Telecom Sales Tax	84,800	(7,045)	77,755
110-0000-332.13-00 Telecom Privilege	2,400	0	2,400
110-0000-332.14-00 Fantasy Sports Privilege	83,500	22,460	105,960
110-0000-332.15-00 Beer Tax	25,600	(1,231)	24,369
110-0000-332.20-00 Mix Drink Tax	341,200	40,687	381,887
110-0000-332.25-00 Street & Transport	101,500	53	101,553
110-0000-332.35-00 Sup Fire Salary	89,600	7,200	96,800
110-0000-332.40-00 Sup Police Salary	80,800	(1,863)	78,937
110-0000-332.45-00 In-Lieu Intangible	167,900	65,433	233,333
110-0000-332.50-00 TVA In-Lieu of Tax	666,500	12,946	679,446
110-0000-332.52-00 TVA Impact Pay	180,000	(12,661)	167,339
110-0000-332.57-00 Direct Appropriation	900,000	0	900,000
110-0000-332.69-10 FTDD Apprenticeship	0	18,500	18,500
110-0000-332.71-00 FTDD Area Aging	56,000	(25,012)	30,988
110-0000-333.05-00 Sales Tax-Hawkins	1,415,100	324,700	1,739,800
110-0000-333.10-00 Sales Tax-Sullivan	22,021,000	(637,833)	21,383,167
110-0000-333.15-00 Cont Bays Mtn Park	30,000	0	30,000
110-0000-333.20-00 Cont Fire Service	228,600	0	228,600
110-0000-333.20-20 First Responder	184,800	(22,104)	162,696

110-0000-333.35-00 Admin Building	125,000	50,000	175,000
110-0000-337.12-28 HIDTA	11,500	4,591	16,091
110-0000-341.10-20 Allandale Rental	105,000	(4,344)	100,656
110-0000-341.10-50 Auditorium Receipts	12,000	(6,412)	5,588
110-0000-341.10-59 FunFest Softball	2,500	330	2,830
110-0000-341.10-61 Athletic Facility Rent	40,400	14,790	55,190
110-0000-341.10-62 Athletic Programs	60,600	37,380	97,980
110-0000-341.10-63 Cultural Arts Prog	7,700	2,929	10,629
110-0000-341.10-64 Renaissance Set Up	7,800	1,650	9,450
110-0000-341.10-65 Concession Contract 15%	45,000	9,740	54,740
110-0000-341.10-70 Renaissance	71,100	(9,266)	61,834
110-0000-341.10-80 Community Ctr Rent	20,900	(2,055)	18,845
110-0000-341.10-81 VO Dobbins Rent	210,700	18,475	229,175
110-0000-341.10-85 Comm Prog Events	44,100	16,184	60,284
110-0000-341.10-86 Lynn View Com Ctr	1,900	4,265	6,165
110-0000-341.10-88 Farmer's Mkt Bldg	24,000	(6,680)	17,320
110-0000-341.10-90 Other Rec Receipts	700	(107)	593
110-0000-341.10-95 Dog Park Fees	4,000	(437)	3,563
110-0000-341.10-96 Carousel Tickets	43,900	(5,484)	38,416
110-0000-341.10-97 Carousel Rentals	23,500	(3,950)	19,550
110-0000-341.10-98 Carousel Events	4,500	(800)	3,700
110-0000-341.20-10 Senior Center Dues	30,800	2,304	33,104
110-0000-341.20-20 Sr. Cen Trans Fees	3,800	1,849	5,649
110-0000-341.26-10 Ad. Ed. Class Fees	3,200	(2,625)	575
110-0000-341.30-10 BMP Entrance Fees	137,000	27,491	164,491
110-0000-341.30-15 School Program Fee	20,000	1,259	21,259
110-0000-341.30-20 Planetarium Fees	47,500	541	48,041
110-0000-341.30-40 Barge Ride Fees	26,400	1,581	27,981
110-0000-341.30-50 Nature Show Fees	5,600	(3,595)	2,005
110-0000-341.30-70 Rope Course Fees	12,000	(12,000)	0
110-0000-341.30-90 Primitive Camping	100	100	200
110-0000-341.30-95 Facility Rental Fees	14,600	563	15,163
110-0000-341.60-87 FM Merchandise	1,800	(382)	1,418
110-0000-341.60-89 FM Booth Fees	12,000	1,298	13,298
110-0000-342.40-00 Sexual Offenders	9,400	(1,200)	8,200
110-0000-342.50-00 Police 3rd Party Security	0	362,250	362,250
110-0000-342.72-00 Drivers School	31,500	9,650	41,150
110-0000-342.73-00 Child Restraint	500	250	750
110-0000-342.85-20 Food Truck Insp	3,600	3,475	7,075
110-0000-342.85-22 Food Truck Renewal	1,800	(1,050)	750
110-0000-342.85-50 Fire 3rd Party Security	0	26,390	26,390
110-0000-348.21-00 Com Plan Review	18,000	17,016	35,016
110-0000-348.40-00 E-911 Charges	296,500	1	296,501
110-0000-348.40-10 E-911 Supplemental	15,200	(2,400)	12,800
110-0000-348.67.11 Overtime Reimbursement	0	3,088	3,088
110-0000-348.68-00 Contracted Maint-ST	307,500	(85,961)	221,539
110-0000-348.80-00 Engineering Fees	640,000	367,248	1,007,248
110-0000-351.10-00 Sessions Court Fines	52,000	(5,721)	46,279
110-0000-351.20-00 Circuit Court Fines	15,000	(4,786)	10,214
110-0000-351.30-00 Police Court Fines	180,000	80,572	260,572

110-0000-351.30-65 Red Light Camera Fines	290,000	124,684	414,684
110-0000-351.31-00 Local Court Costs	320,000	124,227	444,227
110-0000-351.31-66 Red Light Court Cost	22,200	(11,992)	10,208
110-0000-351.32-00 Local Litigation Fee	5,500	10,250	15,750
110-0000-351.60-00 Drug Fines	18,000	(2,634)	15,366
110-0000-361.10-00 Earnings on Investments	1,000,000	281,337	1,281,337
110-0000-364.10-00 From Individuals	1,000	8	1,008
110-0000-364.20-00 From Corporations	0	4,500	4,500
110-0000-364.20-10 KPT Lifesaving Crew	75,000	(18,750)	56,250
110-0000-364.30-00 From Non-Profits	75,000	25,000	100,000
110-0000-368.05-00 Land Sales	0	30,200	30,200
110-0000-368.07-00 Surplus Property Sales	0	1,150	1,150
110-0000-368.15-00 Rental of Land & B	35,000	5,196	40,196
110-0000-368.30-00 Return Check Charge	1,200	0	1,200
110-0000-368.30-67 Red Light Cam Fines	300	0	300
110-0000-368.32-00 Vending Machine Rev	3,500	0	3,500
110-0000-368.33-10 Fire Training Fees	0	20,000	20,000
110-0000-368.55-20 Police Copies	0	5	5
110-0000-368.55-50 Other	0	203	203
110-0000-368.77-00 Convenience Fee	500	2,209	2,709
110-0000-368.79-00 Tax Processing Fee	13,000	4,285	17,285
110-0000-368.81-15 TN Opioid Settlements	0	220,983	220,983
110-0000-368.99-00 Miscellaneous	279,288	(12,558)	266,730
110-0000-392.10-00 Fund Balance App	483,761	2,616,239	3,100,000
110-0000-393.37-04 AC-Admin Fee	85,000	(26,037)	58,963
110-0000-393.42-04 Sewer-Admin Fee	650,000	122,328	772,328
110-0000-393.42-60 Sewer PILOT	838,000	0	838,000
110-0000-393.45-04 Water-Admin	1,232,400	23,209	1,255,609
110-0000-393.45-60 Water PILOT	653,000	0	653,000
110-0000-393.89-04 ST WA-Admin Fee	95,000	14,836	109,836
Total:	96,702,669	4,657,749	101,360,418

Expenditures:	\$	\$	\$
110-4570-477.20-57 Computer Repairs/Mainten	43,400	(43,400)	0
110-4570-477.20-99 Miscellaneous	20,350	(15,137)	5,213
110-4570-477.90-04 Equipment	123,118	(96,500)	26,618
110-4804-481.70-29 To Debt Service Fund	10,571,300	(2,000,000)	8,571,300
110-4804-481.70-35 To Gen Proj-Special Rev	1,170,645	3,805,916	4,976,561
110-4804-481.70-36 To Gen Project Fund	663,568	3,006,870	3,670,438
Total:	12,592,381	4,657,749	17,250,130

Account Number/Description:
General Projects-Special Revenue Fund: 111
Demolition KHRA (NC2106)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	90,000	(1,500)	88,500
Total:	90,000	(1,500)	88,500

	\$	\$	\$
<u>Expenditures:</u>			
111-0000-601.20-23 Arch/Eng/Landscaping Serv	90,000	(1,500)	88,500
Total:	90,000	(1,500)	88,500

Fire SCBA Equipment (NC2215)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	464,625	0	464,625
111-0000-391.01-00 From General Fund	125,000	(2,600)	122,400
Total:	589,625	(2,600)	587,025

	\$	\$	\$
<u>Expenditures:</u>			
111-0000-601.90-04 Professional/Consultant	589,625	(2,600)	587,025
Total:	589,625	(2,600)	587,025

Archives Move/Demo (NC2230)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-332.02-10 TN Historical Commission	11,911	0	11,911
111-0000-364.30-00 From Non-Profit Groups	235	0	235
111-0000-391.01-00 From General Fund	205,000	(14,617)	190,383
Total:	217,146	(14,617)	202,529

	\$	\$	\$
<u>Expenditures:</u>			
111-0000-601.90-03 Improvements	217,146	(14,617)	202,529
Total:	217,146	(14,617)	202,529

Fac Maint Old City Hall (NC2235)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	50,000	(21,345)	28,655
Total:	50,000	(21,345)	28,655

	\$	\$	\$
<u>Expenditures:</u>			
111-0000-601.90-03 Improvements	50,000	(21,345)	28,655
Total:	50,000	(21,345)	28,655

Server Upgrades (NC2324)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	80,000	(2,467)	77,533
Total:	80,000	(2,467)	77,533

Expenditures:

111-0000-601.90-04 Equipment	\$ 80,000	\$ (2,467)	\$ 77,533
Total:	80,000	(2,467)	77,533

Facilities Improvements (NC2221)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	934,288	42,529	976,817
Total:	934,288	42,529	976,817

Expenditures:

111-0000-601.90-03 Improvements	\$ 934,288	\$ 42,529	\$ 976,817
Total:	934,288	42,529	976,817

Parking Lot Repaving (NC2211)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	108,086	0	108,086
111-0000-391.01-00 From General Fund	0	16,134	16,134
Total:	108,086	16,134	124,220

Expenditures:

111-0000-601.20-22 Construction Contracts	\$ 108,086	\$ 9,794	\$ 117,880
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	6,340	6,340
Total:	108,086	16,134	124,220

Fire Equipment (NC2216)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	295,856	0	295,856
111-0000-364.20-00 From Corporations	7,500	0	7,500
111-0000-364.30-00 From Non-Profit Groups	8	0	8
111-0000-391.01-00 From General Fund	164,831	142	164,973
Total:	468,195	142	468,337

Expenditures:

111-0000-601.30-20 Operating Supplies & Tool	\$	\$	\$
111-0000-601.90-04 Equipment	468,195	142	468,337
Total:	468,195	142	468,337

Brickyard Park Equipment (NC2219)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	45,000	0	45,000
111-0000-391.01-00 From General Fund	0	8,849	8,849
Total:	45,000	8,849	53,849

Expenditures:

111-0000-601.90-04 Equipment	\$ 45,000	\$ 8,849	\$ 53,849
Total:	45,000	8,849	53,849

Greenbelt Landscaping (NC2227)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	94,800	4,000	98,800
Total:	94,800	4,000	98,800

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 94,800	\$ 4,000	\$ 98,800
Total:	94,800	4,000	98,800

Building Demolition (NC2313)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	159,643	1,600,000	1,759,643
Total:	159,643	1,600,000	1,759,643

Expenditures:

111-0000-601.20-22 Construction Contracts	\$ 159,643	\$ 1,600,000	\$ 1,759,643
Total:	159,643	1,600,000	1,759,643

TN Opioid Settlements (NC2420)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	220,982	220,982
Total:	0	220,982	220,982

Expenditures:

111-0000-601.90-03 Improvements	\$ 0	\$ 220,982	\$ 220,982
Total:	0	220,982	220,982

Senior Digital Literacy (NC2306)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-364.30-00 From Non-Profit Groups	124,142	0	124,142
111-0000-391.01-00 From General Fund	0	250	250
Total:	124,142	250	124,392

Expenditures:

	\$	\$	\$
111-0000-601.10-10 Salaries & Wages	0	17,291	17,291
111-0000-601.10-20 Social Security	0	1,219	1,219
111-0000-601.10-30 Group Health Insurance	0	2,765	2,765
111-0000-601.10-41 TCRS Retirement	0	2,455	2,455
111-0000-601.10-42 TCRS Hybrid Retirement	0	181	181
111-0000-601.10-43 ICMA Retirement	0	475	475
111-0000-601.10-50 Life Insurance	0	61	61
111-0000-601.10-52 Long Term Disability Insurance	0	32	32
111-0000-601.10-60 Worker's Compensation	0	22	22
111-0000-601.30-20 Operating Supplies & Tool	124,142	(24,251)	99,891
Total:	124,142	250	124,392

Misc Projects (NC2325)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	111,432	1,287,372	1,398,804
Total:	111,432	1,287,372	1,398,804

Expenditures:

	\$	\$	\$
111-0000-601.90-04 Equipment	111,432	1,287,372	1,398,804
Total:	111,432	1,287,372	1,398,804

Leisure Services Projects (NC2331)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	125,000	655,037	780,037
Total:	125,000	655,037	780,037

Expenditures:

	\$	\$	\$
111-0000-601.90-03 Improvements	125,000	655,037	780,037
Total:	125,000	655,037	780,037

LNG Training (NC2416)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-364.20-00 From Corporations	20,000	0	20,000
111-0000-391.01-00 From General Fund	1,000	1,000	2,000
Total:	21,000	1,000	22,000

Expenditures:

111-0000-601.20-40 Travel Expense	5,000	0	5,000
111-0000-601.20-41 Registration Fee/Tuition	5,000	0	5,000
111-0000-601.20-45 Training	11,000	1,000	12,000
Total:	21,000	1,000	22,000

Library LTSA Grant (NC2419)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-337.41-01 Miscellaneous Other State	0	12,150	12,150
111-0000-391.01-00 From General Fund	0	12,150	12,150
Total:	0	24,300	24,300

Expenditures:

111-0000-601.30-20 Operating Supplies & Tool	0	24,300	24,300
Total:	0	24,300	24,300

Farmstead Museum (NC2413)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	75,000	0	75,000
111-0000-364.30-00 From Non-Profit Groups	0	15,000	15,000
111-0000-391.62-00 Bays Mountain Commission	0	40,000	40,000
Total:	75,000	55,000	130,000

Expenditures:

111-0000-601.90-03 Improvements	75,000	55,000	130,000
Total:	75,000	55,000	130,000

Account Number/Description:

Fund 211: Debt Service Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
211-0000-361.10-00 Earnings On Investments	250,000	2,010,573	2,260,573
211-0000-361.22-05 Int GO Bonds	25,000	(2,493)	22,507
211-0000-391.01-00 From General Fund	10,571,300	(2,000,000)	8,571,300
211-0000-391.21-00 From School Fund	4,401,500	0	4,401,500
211-0000-392.01-00 Fund Bal Appropriations	8,080	(8,080)	0
Total:	15,255,880	0	15,255,880

Account Number/Description:
Fund 311: General Project Fund
Greenbelt Wayfinding (GP1921)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.69-00 Visitors Enhancement Fund	200,000	(3,339)	196,661
Total:	200,000	(3,339)	196,661

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	200,000	(3,339)	196,661
Total:	200,000	(3,339)	196,661

Greenbelt East Ext. PH. 1 (GP1529)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.37-00 Dept of Transportation	652,057	0	652,057
311-0000-361.22-00 INT LGIP	1,707	816	2,523
311-0000-364.20-00 From Corporations	20,000	0	20,000
311-0000-368.10-47 Series 2014 A GO Bonds	10,000	0	10,000
311-0000-368.10-51 Series 2015 A (Oct) GO PI	167,360	0	167,360
311-0000-368.10-54 Series 2016 GO (Nov 4)	172,654	0	172,654
311-0000-368.21-01 Premium From Bond Sale	20,138	0	20,138
311-0000-391.01-00 From General Fund	110,164	0	110,164
311-0000-391.69-00 Visitors Enhancement Fund	0	3,305	3,305
Total:	1,154,080	4,121	1,158,201

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	165,973	0	165,973
311-0000-601.40-41 Bond Sale Expense	5,151	0	5,151
311-0000-601.90-01 Land	137,866	0	137,866
311-0000-601.90-03 Improvements	845,090	4,121	849,211
Total:	1,154,080	4,121	1,158,201

BMP Nature Center (GP2215)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	20,670	0	20,670
311-0000-391.62-00 Bays Mtn Park Comm Fund	1,000,000	0	1,000,000
311-0000-391.69-00 Visitors Enhancement Fund	0	34	34
Total:	1,020,670	34	1,020,704

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	20,670	0	20,670
311-0000-601.90-03 Improvements	1,000,000	34	1,000,034
Total:	1,020,670	34	1,020,704

Fire-Facilities/Capital (GP2003)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	223,028	(11,129)	211,899
311-0000-368.10-47 2014 A GO Bonds	132	0	132
311-0000-368.10-51 Series 2015 A (OCT) GO PI	37,076	0	37,076
311-0000-368.10-54 Series 2016 GO (NOV 4)	7,090	0	7,090
311-0000-368.10-66 Series 2019 GO Improvement	894,356	0	894,356
311-0000-368.21-01 Premium From Bond Sale	88,346	0	88,346
311-0000-391.01-00 From General Fund	6,883	0	6,883
Total:	1,256,911	(11,129)	1,245,782

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	25,000	(3,269)	21,731
311-0000-601.40-41 Bond Sale Expense	6,634	0	6,634
311-0000-601.90-03 Improvements	1,218,693	(8,160)	1,210,533
311-0000-601.90-06 Purchases \$5,000 & Over	6,584	300	6,884
Total:	1,256,911	(11,129)	1,245,782

Fire Facilities/Capital (GP2208)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	0	11,129	11,129
311-0000-368.10-69 GO Bonds Series 2021	276,150	0	276,150
311-0000-368.21-01 Premium From Bond Sale	27,121	0	27,121
311-0000-391-01.00 From General Fund	7,500	0	7,500
Total:	310,771	11,129	321,900

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	3,271	0	3,271
311-0000-601.90-03 Improvements	307,500	11,129	318,629
Total:	310,771	11,129	321,900

Bridge Improvements (GP2403)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-72 GO Bonds Series 2023	590,853	(23,791)	567,062
311-0000-368.21-01 Premium From Bond Sale	15,355	(1,209)	14,146
311-0000-391-01.00 From General Fund	0	6,870	6,870
Total:	606,208	(18,130)	588,078

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	600,000	(18,130)	581,870
311-0000-601.40-41 Bond Sale Expense	6,208	0	6,208
Total:	606,208	(18,130)	588,078

PW Facilities (GP2207)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	27,555	0	27,555
311-0000-368.10-69 GO Bonds Series 2021	276,150	0	276,150
311-0000-368.10-72 GO Bonds Series 2023	472,498	23,791	496,289
311-0000-368.21-01 Premium From Bond Sale	50,793	1,209	52,002
Total:	826,996	25,000	851,996

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	515,885	0	515,885
311-0000-601.20-23 Arch/Eng/Landscaping Serv	87,302	25,000	112,302
311-0000-601.40-41 Bond Sale Expense	12,842	0	12,842
311-0000-601.90-01 Land	75,641	0	75,641
311-0000-601.90-03 Improvements	135,326	0	135,326
Total:	826,996	25,000	851,996

Library Renovations (GP2300)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	1,478,444	0	1,478,444
311-0000-368.10-55 Series 2017 A GO Bonds	64,000	0	64,000
311-0000-368.10-56 GO Bonds Series 2018 A	236,000	0	236,000
311-0000-368.10-72 GO Bonds Series 2023	4,334,062	0	4,334,062
311-0000-368.21-01 Premium From Bond Sale	112,632	0	112,632
311-0000-391.01-00 From General Fund	0	1,000,000	1,000,000
Total:	6,225,138	1,000,000	7,225,138

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	5,933,201	1,000,000	6,933,201
311-0000-601.20-23 Arch/Eng/Landscaping Fee	246,400	0	246,400
311-0000-601.40-41 Bond Sale Expense	45,537	0	45,537
Total:	6,225,138	1,000,000	7,225,138

Street Resurfacing (GP2400)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	3,400,000	0	3,400,000
311-0000-368.10-72 GO Bonds Series 2023	438,400	0	438,400
311-0000-391.01-00 From General Fund	22,277	2,000,000	2,022,277
Total:	3,860,677	2,000,000	5,860,677

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	3,328,477	2,000,000	5,328,477
311-0000-601.20-23 Arch/Eng/Landscaping Fee	532,200	0	532,200
Total:	3,860,677	2,000,000	5,860,677

Account Number/Description:

Water Fund: 411

Revenues:

411-0000-392.01-00 Fund Bal Appropriations

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 121,999	\$ 998,068	\$ 1,120,067
Total:	121,999	998,068	1,120,067

Expenditures:

411-6996-696.76-01 Water Project Fund

	\$ 1,109,000	\$ 998,068	\$ 2,107,068
Total:	1,109,000	998,068	2,107,068

Account Number/Description:

Sewer Fund: 412

Revenues:

412-0000-392.01-00 Fund Bal Appropriations

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 435,858	\$ 2,600,000	\$ 3,035,858
Total:	435,858	2,600,000	3,035,858

Expenditures:

412-6996-696.76-02 Sewer Project Fund

	\$ 690,000	\$ 2,600,000	\$ 3,290,000
Total:	690,000	2,600,000	3,290,000

Account Number/Description:

Water Project Fund: 451

Meter Replacements (WA2008)

Revenues:

451-0000-391.05-48 GO Bonds Series 2018 B

451-0000-391.05-56 Series 2019 GO Improvment

451-0000-391.05-69 GO Bonds Series 2021

451-0000-391.05-71 DG8-2022-249 Meters

451-0000-391.45-00 From Water Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 404,600	\$ 0	\$ 404,600
	2,595,400	0	2,595,400
	500,000	0	500,000
	1,300,000	0	1,300,000
	0	868,068	868,068
Total:	4,800,000	868,068	5,668,068

Expenditures:

451-0000-605.20-22 Construction Contracts

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

451-0000-605.30-20 Operating Supplies & Tool

451-0000-605.90-03 Improvements

451-0000-605.90-23 New Meters

	\$ 406,311	\$ 450,702	\$ 857,013
	71,310	58	71,368
	57,379	(20,834)	36,545
	4,265,000	437,316	4,702,316
	0	826	826
Total:	4,800,000	868,068	5,668,068

Facility Improvements (WA2302)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-391.45-00 From Water Fund	100,000	130,000	230,000
Total:	100,000	130,000	230,000

Expenditures:

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	9,500	0	9,500
451-0000-605.90-03 Improvements	90,500	130,000	220,500
Total:	100,000	130,000	230,000

WTP Intake Screen (WA2308)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
451-0000-331.32-00 ARC	500,000	0	500,000
451-0000-337.16-23 American Rescue Plan	1,600,000	(678,000)	922,000
451-0000-391.05-56 Series 2019 GO Improve	126,000	0	126,000
Total:	2,226,000	(678,000)	1,548,000

Expenditures:

	\$	\$	\$
451-0000-605.20-22 Construction Contracts	1,507,320	0	1,507,320
451-0000-605.90-03 Improvements	718,680	(678,000)	40,680
Total:	2,226,000	(678,000)	1,548,000

AMI Meter Purchase (WA2306)

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

Expenditures:

	\$	\$	\$
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	1,700,000	526,363	2,226,363
Total:	2,300,000	526,363	2,826,363

Account Number/Description:

Sewer Project Fund: 452

SLS Improvements (SW2204)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	1,286,400	0	1,286,400
452-0000-391.42-00 From Sewer Fund	0	400,000	400,000
Total:	1,286,400	400,000	1,686,400

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-20 Professional/Consultant	40,000	0	40,000
452-0000-606.20-23 Arch/Eng/Landscaping Serv	300,000	0	300,000
452-0000-606.90-01 Land	20,000	0	20,000
452-0000-601.90-03 Improvements	926,400	400,000	1,326,400
Total:	1,286,400	400,000	1,686,400

Maint Facility Imp (SW2402)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	22,319	0	22,319
452-0000-391.42-00 From Sewer Fund	206,923	200,000	406,923
Total:	229,242	200,000	429,242

<u>Expenditures:</u>	\$	\$	\$
452-0000-601.90-03 Improvements	229,242	200,000	429,242
Total:	229,242	200,000	429,242

WWTP Headworks Improvements (SW2411)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-72 GO Bonds Series 2023	500,000	0	500,000
452-0000-391.42-00 From Sewer Fund	0	1,000,000	1,000,000
Total:	500,000	1,000,000	1,500,000

<u>Expenditures:</u>	\$	\$	\$
452-0000-601.20-23 Arch/Eng/Landscaping Serv	500,000	1,000,000	1,500,000
Total:	500,000	1,000,000	1,500,000

Collection System Upgrades (SW2412)**Revenues:**

452-0000-391.42-00 From Sewer Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	1,000,000	1,000,000
Total:	0	1,000,000	1,000,000

Expenditures:

452-0000-601.90-03 Improvements

	\$	\$	\$
	0	1,000,000	1,000,000
Total:	0	1,000,000	1,000,000

Reedy Creek Trunk Line (SW2205)**Revenues:**

452-0000-391.05-56 Series 2019 GO Improvement

452-0000-391.05-69 GO Bonds Series 2021

452-0000-391.42-00 From Sewer Fund

Total:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	32,401	0	32,401
	960,354	(215,866)	744,488
	6,245	0	6,245
Total:	1,038,646	(215,866)	783,134

Expenditures:

452-0000-601.20-23 Arch/Eng/Landscaping Serv

	\$	\$	\$
	999,000	(215,866)	783,134
Total:	999,000	(215,866)	783,134

I&I Upg-Garden/Industry Dr (SW2306)**Revenues:**

452-0000-337-16-23 American Rescue Plan

452-0000-391.05-69 GO Bonds Series 2021

Total:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	1,246,650	0	1,246,650
	2,330,740	(452,643)	1,878,097
Total:	3,577,390	(452,643)	3,124,747

Expenditures:

452-0000-601.20-23 Arch/Eng/Landscaping Serv

452-0000-606.90-04 Equipment

	\$	\$	\$
	325,218	(41,149)	284,069
	3,252,172	(411,494)	2,840,678
Total:	3,577,390	(452,643)	3,124,747

Collection System Upgrades (SW2409)**Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

452-0000-391.05-72 GO Bonds Series 2023

Total:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	32,610	668,509	701,119
	1,000,000	0	1,000,000
Total:	1,032,610	668,509	1,701,119

Expenditures:

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

452-0000-601.90-03 Improvements

	\$	\$	\$
	150,000	57,000	207,000
	882,610	611,509	1,494,119
Total:	1,032,610	668,509	1,701,119

Account Number/Description:

Fund 457: Stormwater Project Fund

Stormwater Asset Mapping (ST2303)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
457-0000-337.16-23 American Rescue Plan	611,999	151,637	763,636
457-0000-391.95-00 Storm Water Fund	91,800	0	91,800
Total:	703,799	151,637	855,436

<u>Expenditures:</u>	\$	\$	\$
457-0000-622.20-20 Professional/Consultant	703,799	151,637	855,436
Total:	703,799	151,637	855,436

Reservoir Rd Storm Upgrades (ST2108)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	313,493	(38,723)	274,770
Total:	313,493	(38,723)	274,770

<u>Expenditures:</u>	\$	\$	\$
457-0000-622.20-23 Arch/Eng/Landscaping Serv	27,493	(488)	27,005
457-0000-622.90-01 Land	6,000	(5,333)	667
457-0000-622.90-03 Improvements	280,000	(32,902)	247,098
Total:	313,493	(38,723)	274,770

Stormwater ARPA Match (ST2300)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	50,300	(50,300)	50,300
Total:	50,300	(50,300)	50,300

<u>Expenditures:</u>	\$	\$	\$
457-0000-622.20-20 Professional/Consultant	50,300	(50,300)	50,300
Total:	50,300	(50,300)	50,300

Stormwater Permit Comp (ST2301)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
457-0000-337.16-23 American Rescue Plan	35,493	0	35,493
457-0000-391.95-00 Storm Water Fund	5,400	(1,850)	3,550
Total:	40,893	(1,850)	39,043

<u>Expenditures:</u>	\$	\$	\$
457-0000-622.20-20 Professional/Consultant	40,893	(1,850)	39,043
Total:	40,893	(1,850)	39,043

Stormwater Master Plan (ST2302)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
457-0000-337.16-23 American Rescue Plan	150,000	0	150,000
457-0000-391.95-00 Storm Water Fund	22,500	(5,000)	17,500
Total:	172,500	(5,000)	172,500

Expenditures:

457-0000-622.20-20 Professional/Consultant	\$ 172,500	\$ (5,000)	\$ 167,500
Total:	172,500	(5,000)	167,500

Maintenance Facility Improvements (ST2401)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	0	95,873	95,873
Total:	0	95,873	95,873

Expenditures:

457-0000-622.20-20 Professional/Consultant	\$ 0	\$ 95,873	\$ 95,873
Total:	0	95,873	95,873

Account Number/Description:

Solid Waste Project Fund: 455

Demolition Landfill (DL2300)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
455-0000-391.13-00 From Solid Waste Fund	150,000	(502)	149,498
Total:	150,000	(502)	149,498

Expenditures:

455-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 150,000	\$ (502)	\$ 149,498
Total:	150,000	(502)	149,498

Demolition Landfill (DL2201)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
455-0000-391.05-30 2017 A GO Bonds	10,385	0	10,385
455-0000-391.13-00 From Solid Waste Fund	287,812	502	288,314
Total:	298,197	502	298,699

Expenditures:

455-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 15,000	\$ 8,816	\$ 23,816
455-0000-601.90-04 Equipment	283,197	(8,314)	274,883
Total:	298,197	502	298,699

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

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
612-0000-392.01-00 Fund Bal Appropriations	57,000	40,000	97,000
Total:	57,000	40,000	97,000
<u>Expenditures:</u>	\$	\$	\$
612-4804-481.70-35 To Gen Proj-Special Rev Fund	0	40,000	40,000
Total:	0	40,000	40,000

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

 PATRICK W. SHULL, Mayor

ATTEST:

 ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

 RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2024 School Nutrition Services Fund Budget

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

Action Form No.: AF-137-2024
Work Session: June 3, 2024
First Reading: June 4, 2024
Final Adoption: June 18, 2024
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance

Executive Summary:
On May 14, 2024, the Board of Education approved an amendment to the FY 2023-2024 School Nutrition Services Fund budget. The estimated revenue for USDA Commodities and the appropriation for Food Purchases is being increased by \$196,657 and the estimated revenue for Fund Balance Appropriations and the appropriation for Capital Outlay is be increased by \$320,000.

- Attachments:**
1. Ordinance
 2. BOE Budget Amendment Number Eight – FY 2024

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SCHOOL NUTRITION SERVICES FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the School Nutrition Services Fund Budget be amended by increasing the estimated revenue for USDA Commodities by \$196,657 and the estimated revenue for Fund Balance Appropriations by \$300,000. The expenditure budget will be amended by increasing the appropriation for food purchases by \$196,657 and the appropriation for Capital Outlay by \$300,000.

Fund 147: School Nutrition Services Fund

<u>Revenues:</u>	\$	\$	\$
147-0050-337-7114 USDA Commodities	0	196,657	196,657
147-0050-392-0100 Fund Balance Appropriations	598,161	320,000	918,161
Totals	598,161	516,657	1,114,818

<u>Expenditures:</u>	\$	\$	\$
147-7300-851-0422 Non-Inst. – Food Supplies	1,498,000	196,657	1,694,657
147-7350-851-0710 Non-Inst. – Food Serv. Equip.	598,161	300,000	918,161
Totals	2,096,161	516,657	2,612,818

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

PATRICK W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHAL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

May 14, 2024

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2023-2024
BUDGET AMENDMENT NUMBER EIGHT

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: CURRENT YEAR PROPERTY TAXES

Due to the reduction of the property tax rate for schools in both Hawkins and Sullivan Counties, the actual amount collected for Current Year Property Taxes could be below the estimated amount in excess of \$3,000,000. The FY 2025 estimate for Current Year Property Taxes is below the original FY 2024 estimate by \$3,340,000. This will create a maintenance of effort issue. In order to meet the maintenance of effort requirement in FY 2025 the amount estimated for total local revenue needs to be amended to match the amended local revenue estimate in FY 2023. The amended local revenue estimate in FY 2023 was \$47,164,900. The current FY 2024 estimated revenue amount is \$49,293,900. This is a difference of \$2,129,000. A reduction in the FY 2024 estimate for Current Year Property Taxes of \$2,129,000 will establish a local revenue maintenance of effort amount of \$47,164,900. The recommended FY 2025 budget has local revenue estimated at \$47,207,450. This represents an increase in the local revenue estimate of \$42,550, which will satisfy the maintenance of effort requirement.

The reduction in estimated revenue will be offset by a reduction in capital outlay appropriations and fund transfers. There were one-time capital outlay expenses budgeted that have not and will not be spent in light of the reduction in county property taxes and there are fund transfers to the City General Fund. A majority these funds will not be expensed because of the State Grant the City is receiving for SRO's

It is recommended that the estimated revenue for Current Year Property Taxes be reduced by \$2,129,000 and that the appropriations for Building Improvements be reduced by \$1,800,000 and the appropriations for Funds Transfers be reduced by \$329,000.

ITEM TWO: TENNESSEE ARTS COMMISSION GRANT

Two of our elementary schools have received grants from the Tennessee Arts Commission. These grants fund visiting authors, performances by the Barter Players, or other performing arts. The schools that have received these grants are Johnson - \$2,564 and Lincoln - \$1,784.

It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$4,348.

ITEM THREE: SUMMER LEARNING GRANT

The State has allocated \$895,140 for Summer Learning Camps. This consists of sub-grants for Summer Learning - \$757,712 and Summer Learning Transportation - \$137,428. These funds are to be spent on personnel, supplies and materials, and transportation costs for our summer learning program.

It is recommended that the estimated revenues for Federal Through State Funds be increase by \$265,199 and Other State Education Funds be increased by \$629,941 and the appropriations for various salary and benefit, supplies and materials, and transportation accounts in increased by \$895,140.

ITEM FOUR: SPECIAL EDUCATION “HOPE” DONATION

Budget amendment number one appropriated \$200,000 for a donation from the “Melissa’s Hope Foundation”. It was anticipated that these funds would be spend prior to the end of the fiscal year. That will not be the case. To prevent the unused funds closing into the General Purpose School Fund, Fund Balance, it will be necessary to move these funds to a multi-year project in the School Special Projects Fund.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for various special education expenditure accounts for Dobyns-Bennett High School and Sevier Middle School be decreased by \$200,000.

ITEM FIVE: MISCELLANEOUS TRANSFERS

Dobyns-Bennett High School – Dobyns-Bennett has requested to transfer \$1,800 from their Fine Arts Equipment account, \$2,500 from their Repair of Book account, \$13,000 from their Library Book account, \$2,000 from their Audio Visual account, \$3,000 from their Staff Development account, and \$4,100 from their Printing account to their Instructional Equipment account (\$800) and to their Non-Instructional Equipment account (\$25,600). This will fund various non-instructional equipment needs throughout the school.

Adams Elementary – Adams Elementary School has requested to transfer \$5,000 from their Instructional Equipment account to their Non-Instructional Equipment account. This will fund the purchase of classroom furniture.

Jefferson Elementary – Jefferson Elementary School has requested to transfer \$1,500 from their Instructional Equipment account, \$6,367 from their Library Book account, \$599 from their Audio-Visual account, and \$701 from their Periodical account to their Non-Instructional Equipment account (\$9,167). This will provide funds to purchase classroom and library furnishings.

Kennedy Elementary – Kennedy Elementary School has requested to transfer \$1,200 from their Non-Instructional Equipment account to their Awards and Dues account. This will provide additional funding for year of year activities.

Lincoln Elementary – Lincoln Elementary School has requested to transfer \$6,000 from their Non-Instructional Equipment account to their Awards and Dues account (\$500), to their Office Supply account (\$500), and to their Instructional Supply account (\$5,000). This will assist in funding additional supplies.

Roosevelt Elementary – Roosevelt Elementary School has requested to transfer \$400 from their Non-Instructional Equipment account to their Staff Development account. This will funding for staff recognitions.

GENERAL PROJECT FUND

School Security/Technology Project: There was \$943,000 appropriated for this project to upgrade the video surveillance system for the entire school system. This project is now complete and the final expenditure amount was \$935,207, leaving a balance of \$7,993.

It is recommended that the School Security/Technology project be closed and that the balance of \$7,993 be transferred to the FY 2023 School Capital Improvement Project.

SCHOOL NUTRITION SERVICES FUND

The School Nutrition department is preparing to solicit bids for various pieces of equipment. It is estimated that this purchase will cost \$320,000. These funds are available the School Nutrition Services Fund Balance. School Nutrition Services has also received funds from the USDA for supply chain assistance in the amount of \$196,657. These funds have been made available to assist in offsetting the increased costs of food purchases.

It is recommended to increase the estimated revenue Federal USDA revenue by \$196,657 and the estimated revenue for Fund Balance Appropriations by \$320,000 and to increase the appropriations for food purchases by \$196,657 and capital outlay by \$320,000.

FEDERAL PROJECTS FUND

(See Attached Schedule of Federal Projects)

The Federal Projects Fund budget was previously approved for a total of \$6,232,864.

There have been two additional grants received. The total of these new grants is \$91,000. These grants are:

1. Summer Literacy Training Stipend – \$16,000
2. ATSI (Additional Targeted Support and Improvement) – \$75,000

The majority of the grants accounted for in this fund have also experienced changes in the amount of funding. Some of these changes are the normal adjustment of estimated grant amounts to the actual amounts. There are also changes that have resulted from a Federal audit of the State that resulted in adjustments to prior year allocations. The net result of all of these changes is an increase of \$706,648.

It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$797,648. The revised Federal Projects budget will be \$7,030,512.

SCHOOL SPEICAL PROJECTS FUND

(See Attached Schedule of School Special Projects)

The School Special Projects Fund budget was previously approved for a total of \$840,120.

Two new grants have been received. The Public School Security Grant is for \$343,876 and the State Special Education Pre-School grant is for \$169,139.

A donation from the “Melissa’s Hope Foundation” that was previously recorded in the General Purpose School Fund is being moved to a multi-year project within the School Special Projects Fund. This is a \$200,000 donation that will to be utilized by Sevier Middle School and Dobyms-Bennett High School to provide professional development, supplies and equipment to supplement their special education programs.

The estimated revenues and appropriations for the Family Resource Center Program is being increased by \$5,000 for donations that have been made.

The State Pre-School grant has been increased by \$4,229. There is also additional funds being provided to the Innovative School Models grant from the Jobs for America’s Graduates organization for \$230,000.

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$952,244. The revised School Special Projects budget will be \$1,792,364.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend City Code as it Pertains to Public Art and Murals

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-135-2024
Work Session: May 20, 2024
First Reading: May 21, 2024

Final Adoption: June 4, 2024
Staff Work By: Committee
Presentation By: Ken Weems

Recommendation:

Approve the Ordinance

Executive Summary:

This ordinance will create a definition public art in the code under the Public Art Committee purview and amend the definition of mural in the Zoning Definitions and remove the requirement for Board of Mayor and Aldermen approval for murals on privately-owned buildings if they receive permit approval through the Planning Department.

Currently, the City Code lacks a definition of public art. The proposed definition would be as follows: Public Art shall be defined as art commissioned by the public art committee utilizing public funds that are intended to be permanent or semi-permanent in nature. The other proposed change would be to eliminate further describing words in the ordinance that relate to art approved by the Board of Mayor and Aldermen in favor of using the public art definition.

In the Zoning Code, the definition of mural is proposed to be changed to allow words and phrases so long as they are not specifically advertising or promoting a business, product, or service. The new proposed definition is as follows: Mural means any work of art painted or otherwise directly applied on a building, structure, fence, or other object within public view. The work does not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service.

Other proposed changes to the Zoning Code include elimination of the need for the Board of Mayor and Aldermen to approve murals in both downtown Zoning Districts. A mural application will be created to ensure that murals are compliant with the definition, as amended, as well as the sign code (if applicable). A new section describing the Mural Application process is proposed to be added to the zoning code that would apply to all zoning districts. This process would include address, written consent from property owner, name of the artist, as well as a scaled drawing with dimensions.

A notice of public hearing was published in the Kingsport Times News on May 6, 2024, and the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board for this proposed change. A red-lined version of the changes is attached in supplemental information.

Attachments:

- 1. Ordinance

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

Item IX1.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-413 AND VARIOUS SECTIONS WITHIN CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATIVE TO PUBLIC ART AND MURALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 2-413 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 2-413 Public Art Policy

(a) Public Art shall be defined as art commissioned by the public art committee utilizing public funds that are intended to be permanent or semi-permanent in nature.

(b) The public art committee shall develop public art policies and guidelines for consideration by the board of mayor and aldermen. It shall also establish a plan and a priority for public art projects within the city limits. The committee shall establish selection committees for each individual public art project and oversee the request for proposal process. All matters concerning public art shall first be referred to the public art committee for consideration, coordination and recommendation to the board of mayor and aldermen. The public art committee shall serve in an advisory capacity to the board of mayor and aldermen for all matters involving public art.

SECTION II. That Section 114-1 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to strike "*Sign, mural*" from the defined terms and provide for the definition of *Mural* to read as follows:

Mural, means a work of art painted or otherwise directly applied on a building, structure, fence, or other object within public view. The work does not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service.

SECTION III. That Section 114-194 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to strike subsection (g)(3) pertaining to murals so as to cause subsection (g) to read as follows:

(g) Signs.

(1) Freestanding Signs. Freestanding signs are permitted only for existing buildings with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2) Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage

area up to 100 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

(3) Electronic message boards are prohibited in the B-2 district.

(4) Blade Signs. Blade signs are encouraged and a blade sign not exceed six (6) square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six (6) linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine (9) feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six (6) square feet may be provided in lieu of a blade sign.

SECTION IV. That Section 114-203 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to strike subsection (g)(3) pertaining to murals so as to cause subsection (g) to read as follows:

(g) Signs.

(1) Freestanding Signs. Freestanding signs are permitted only for existing buildings or new construction with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2) Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 150 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

(3) Electronic message boards are prohibited in the B-2E district.

(4) Blade Signs. Blade signs are encouraged and a blade sign not exceed six square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six square feet may be provided in lieu of a blade sign.

SECTION V. That Section 114-530 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to add a new subsection (13) providing for a mural application permit, said new subsection (13) to read as follows:

(13) Mural Application Permit: Applications for a mural permit shall provide the following information;

(a) Address of the property of proposed mural;

(b) Written consent from the property owner giving permission to place the mural on the building;

(c.) Contact information of artist/team leader;

(d.) Scale drawing and color photo of the building showing proposed size and location of the mural. Drawings shall include the dimensions, construction supports, sizes, foundations, electrical wiring and components, materials of the mural and method of attachment and character of structure members to which attachment is to be made. The design, quality, materials, and loading shall conform to the requirements of the adopted Building Code.

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

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1st READING: _____

PASSED ON 2nd READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Fund Budgets

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

Action Form No.: AF-136-2024
Work Session: May 20, 2024
First Reading: May 21, 2024
Final Adoption: June 4, 2024
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2024 budget amendment number eight at their meeting on May 14, 2024. This amendment decreases the General Purpose School Fund budget by \$1,429,512. The estimated revenue for Current Year Property Taxes in being decreased by \$2,129,000 and the appropriations for Capital Outlay and Fund Transfers are being decreased by \$2,129,000. Other Local Revenues and Special Education appropriations are being decreased by \$200,000. This is for the "Hope" donation that is being moved to the School Special Projects Fund. The estimated revenue for Other State Grants and the appropriations for the Principals Office is being increased by \$4,348 for TN Arts Commission grants. The estimated revenue for Other Federal Funds and Other State Education funds and the appropriations for various salary, benefits, and supply accounts are being increased by \$895,140 for the summer learning program. There are also miscellaneous school transfers requested by principals. The General Project Fund project will be amended by closing the School Security/Technology project (GP2220) and transferring the excess funding of \$7,993 to the School Capital Improvements project (GP2301).

Attachments:

- 1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND AND THE GENERAL PROJECT FUND
BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024;
AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. The General Purpose School Fund will be amended by increasing the estimated revenue for Other State Grants by \$4,348; the estimated revenue for Other Federal Revenue by \$265,199 and the estimated revenue for Other State Education Funds by \$629,941 and by decreasing estimated revenue for Current Year Property Taxes by \$2,129,000 and the estimated revenue for Other Local Revenue by \$200,000. The expenditure budget will be amended by Increasing the appropriations for the Principals Office-Other Charges by \$4,348: increasing various salary and benefits and supply accounts by \$895,140 for Summer Learning Grant funds and by decreasing the appropriations for various Special Education salary and benefits and supply accounts for the Hope donation fund that are being moved to the School Special Projects Fund. The General purpose budget will be further amended by increasing and decreasing various school supplies and equipment accounts to account for various miscellaneous transfers. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Schools Capital Improvements project by \$7,993 and by decreasing the estimated revenues and appropriations for the School Security/Technology project by \$7,993.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-339-0110 Current Year Property Tax	18,340,000	(2,129,000)	16,211,000
141-0000-338-6980 Other State Grants	0	4,348	4,348
141-0000-337-7590 Other Federal	0	265,199	265,199
141-0000-338-6590 Other State Education Funds	400,900	629,941	1,030,841
141-0000-369-4990 Other Local Revenue	1,443,713	(200,000)	1,243,713
<i>Totals</i>	20,18613	(1,429,512)	17,755,101

<u>Expenditures:</u>	\$	\$	\$
141-7650-871-0707 Capital-Building Imp	2,446,496	(1,800,000)	646,000
141-7950-882-0504 Fund Transfers	5,307,339	(329,000)	4,978,339
141-7225-801-0599 Prin Office-Other Charges	0	2,564	2,564
141-7235-801-0599 Prin Office-Other Charges	0	1,784	1,784
141-7150-711-0116 Reg Inst-Teacher Salaries	30,227,400	344,250	30,571,650
141-7150-711-0163 Reg Inst-Inst Assts	1,579,600	57,000	1,636,600
141-7150-711-0201 Reg Inst-Social Security	1,859,000	24,878	1,883,878
141-7150-711-0204 Reg Inst-State Retirement	2,414,500	36,113	2,450,613
141-7150-711-0212 Reg Inst-Medicare	435,100	5,818	440,918
141-7150-711-0429 Reg Inst-Inst Supplies	0	11,039	11,039
141-7150-711-0499 Reg Inst-Other Supplies	0	11,000	11,000
141-7150-721-0116 Sped Inst-Teacher Salaries	3,500,800	87,750	3,588,550
141-7150-721-0163 Sped Inst-Inst Assts	921,300	27,000	948,300
141-7150-721-0201 Sped Inst-Social Security	298,500	7,115	305,615
141-7150-721-0204 Sped Inst-State Retirement	419,800	10,328	430,128

141-7150-721-0212	Sped Inst-Medicare	70,500	1,664	72,164
141-7150-721-0429	Sped Inst-Inst Supplies	48,400	2,000	50,400
141-7250-772-0131	Hlth Ser-Medical Personnel	966,900	33,750	1,000,650
141-7250-772-0201	Hlth Ser-Social Security	60,100	2,093	62,193
141-7250-772-0204	Hlth Ser-State Retirement	82,700	3,038	85,738
141-7250-772-0212	Hlth Ser-Medicare	14,000	489	14,489
141-7250-773-0123	Oth Std Sup-Guidance Per	1,329,300	27,000	1,356,300
141-7250-773-0201	Oth Std Sup-Social Security	119,900	1,674	121,574
141-7250-773-0204	Oth Std Sup-State Retirement	213,600	2,430	216,030
141-7250-773-0212	Oth Std Sup-Medicare	28,400	392	28,792
141-7250-781-0105	Reg Inst Sup-Supervisor	436,300	43,200	479,500
141-7250-781-0201	Reg Inst Sup-Social Security	5,900	2,678	8,578
141-7250-781-0204	Reg Inst Sup-State Retire	17,300	3,888	21,188
141-7250-781-0212	Reg Inst Sup-Meicare	1,500	626	2,126
141-7250-801-0162	Prin Office-Clerical	176,600	9,000	185,600
141-7250-801-0201	Prin Office-Social Security	212,700	558	213,258
141-7250-801-0204	Prin Office-State Retirement	312,400	810	313,210
141-7250-801-0212	Prin Office-Medicare	49,700	131	49,831
141-7250-831-0105	Transportation-Supervisor	73,100	4,000	77,100
141-7250-831-0146	Transportation-Bus Drivers	690,600	72,000	762,600
141-7250-831-0162	Transportation-Other Sal	34,100	3,200	37,300
141-7250-831-0201	Transportation-Social Sec	45,300	4,910	50,210
141-7250-831-0204	Transportation-St Retirement	96,300	7,128	103,428
141-7250-831-0212	Transportation-Medicare	10,600	1,148	11,748
141-7250-831-0338	Transportation-Maint of Veh	1,187,000	45,042	1,232,042
141-7100-721-0429	D-B Sped Inst-Inst Supplies	52,560	(50,000)	2,560
141-7100-721-0725	D-B Sped Inst-Inst Equip	13,040	(10,000)	3,040
141-7200-782-0457	D-B Sped Support-Staff Dev	40,000	(40,000)	0
141-7110-721-0116	Sev Sped Inst-Teacher Sal	333,700	(12,000)	321,700
141-7110-721-0201	Sev Sped Inst-Social Security	24,250	(750)	23,500
141-7110-721-0204	Sev Sped Inst-St Retirement	28,900	(1,100)	27,800
141-7110-721-0212	Sev Sped Inst-Medicare	5,650	(150)	5,500
141-7110-721-0429	Sev Sped Inst-Inst Supplies	9,600	(7,200)	2,400
141-7110-721-0725	Sev Sped Inst-Inst Equip	26,750	(26,750)	0
141-7210-782-0457	Sev Sped Support-Staff Dev	15,050	(15,050)	0
141-7210-782-0790	Sev Sped Support-Otr Equip	37,000	(37,000)	0
141-7200-773-0790	D-B- Find Arts Equipment	91,838	(1,800)	90,038
141-7200-781-0431	D-B-Repair of Books	4,006	(2,500)	1,506
141-7200-781-0432	D-B-Library Books	33,955	(13,000)	20,955
141-7200-781-0433	D-B-Audio Visual	28,358	(2,000)	26,358
141-7200-781-0457	D-B-Staff Development	25,750	(3,000)	22,750
141-7200-781-0595	D-B-Printing	10,447	(4,100)	6,347
141-7100-711-0722	D-B-Instructional Equipment	67,384	800	68,184
141-7600-871-0790	D-B-Non-Instructional Equip	112,678	25,600	138,278
141-7112-711-0722	Adams-Instructional Equip	8,803	(5,000)	3,803
141-7612-871-0790	Adams-Non-Inst Equip	21,688	5,000	26,688
141-7120-711-0722	Jefferson-Inst Equipment	9,749	(1,500)	8,249
141-7220-781-0432	Jefferson-Library Books	6,367	(6,367)	0
141-7220-781-0433	Jefferson-Audio-Visual	4,222	(599)	3,623
141-7220-781-0437	Jefferson-Periodicals	1,000	(701)	401
141-7620-871-0790	Jefferson-Non-Inst Equip	9,749	9,167	15,916

141-7630-871-0790	Kennedy-Non-Inst Equip	5,010	(1,200)	3,810
141-7230-781-0599	Kennedy-Awards & Dues	748	1,200	1,948
141-7635-871-0790	Lincoln-Non-Inst Equip	7,696	(6,000)	1,696
141-7135-711-0429	Lincoln-Inst Supplies	12,969	5,000	17,969
141-7235-781-0599	Lincoln-Awards & Dues	1,422	500	1,922
141-7235-801-0435	Lincoln-Office Supplies	1,951	500	2,451
141-7616-871-0790	Roosevelt-Non-Inst Equip	5,415	(400)	5,015
141-7216-781-0457	Roosevelt-Staff Development	4,005	400	4,405
Totals		56,754,745	(1,429,512)	55,325,233

Fund 311: General Project Fund

School Security/Technology Project (GP2220)

<u>Revenues:</u>		\$	\$	\$
311-0000-391-2100	Transfer from School Fund	943,200	(7,993)	935,207
Total:		943,200	(7,993)	935,207

<u>Expenditures:</u>		\$	\$	\$
311-0000-601-9004	Equipment	943,200	(7,993)	935,207
Total:		943,200	(7,993)	935,207

School Capital Improvements Project (GP2301)

<u>Revenues:</u>		\$	\$	\$
311-0000-391-2100	Transfer from School Fund	1,280,949	7,993	1,288,942
Total:		1,280,949	7,993	1,288,942

<u>Expenditures:</u>		\$	\$	\$
311-0000-601-2022	Construction Contracts	1,215,949	7,993	1,223,942
311-0000-601-2023	Architect/Engineering Serv	65,000	0	65,000
Total:		1,280,949	7,993	1,288,942

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

PATRICK W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2024 School Federal Projects Fund Budget

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

Action Form No.: AF-138-2024
Work Session: May 20, 2024
First Reading: May 21, 2024
Final Adoption: June 4, 2024
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On May 14, 2024, the Board of Education approved an amendment to the FY 2023-2024 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$6,232,864, based on estimated amounts. There are two new grants and the estimates are being adjusted to actual amounts. There have also been additional amounts received due to the adjustment of prior year allocations. There is a net increase for this budget of \$797,648. This makes the amended total \$7,030,512.

Attachments:

- 1. Ordinance

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

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2024 SCHOOL
FEDERAL GRANT PROJECTS FUND BUDGET; AND TO
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2024 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
AC2401 TN All Corps	300,000	153,600	453,600
ADMN24 Consolidated Administration	155,000	6,470	161,470
CPG024 Carl Perkins Grant	137,143	42,314	179,457
HAG024 Homeless Assistance Program	55,000	33,883	88,883
MI2401 Math Implementation Grant	71,250	0	71,250
PS2401 IDEA Pre-School	56,527	4,809	61,336
IDEA Pre-School - Carryover	0	3	3
TSTW24 Transition School to Work Grant	267,130	65,000	332,130
ESSER 3.0 – Reallocation	0	252,352	252,352
T12401 Title I	2,648,260	(139,872)	2,508,388
Title I – Carryover	0	33,725	33,725
T124N1 Title I Neglected	14,990	(819)	14,171
Title I Neglected – Carryover	0	337	337
T22401 Title II	594,638	17,993	612,631
Title II – Carryover	0	7,482	7,482
T32401 Title III	15,304	2,226	17,530
T42401 Title IV	177,265	5,303	182,568
Title IV – Carryover	0	3,761	3,761
T62401 IDEA Part-B	1,740,357	217,884	1,958,241
IDEA Part-B – Carryover	0	197	197
Summer Literacy Training Stipend Grant	0	16,000	16,000
ATSI 23	0	75,000	75,000
Totals:	6,232,864	797,648	7,030,512

<u>Expenditures:</u>	\$	\$	\$
Instruction	2,864,147	110,695	2,974,842
Support Services	2,932,902	686,094	3,618,996
Non-Instructional Services	20,000	(17,090)	2,910
Capital Outlay	0		0
Other Charges (Fund Transfers)	415,815	17,949	433,764
<i>Totals:</i>	<u>6,232,864</u>	<u>797,648</u>	<u>7,030,512</u>

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNY B. ROWLETT, III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2024 School Special Projects Fund Budget

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

Action Form No.: AF-139-2024
Work Session: May 20, 2024
First Reading: May 21, 2024
Final Adoption: June 4, 2024
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2024 budget amendment number eight at their meeting on May 14, 2024. This amendment increases the School Special Projects Fund budget by \$952,244, for a revised total of \$1,792,364. The estimated revenue for Other Local Revenue is being increased by \$435,000 and the appropriations are being increased by \$435,000 for the “Hope” donation, the ISM grant and the Family Resource Center. Two new State grant are being added. The Public School Security grant is for \$343,876 and the Special Education Pre-School grant is for \$169,139. The State pre-School grant is being increased by \$4,229.

Attachments:
1. Ordinance

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

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2024 SCHOOL SPECIAL
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2024 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
BAR023 Battelle Technology Grant	25,000	0	25,000
FRC024 Family Resource Center	10,000	5,000	15,000
HAG024 Homeless Assistance	10,000	0	10,000
KTIP23 Kingsport Truancy Intervention	53,720	0	53,720
PK5124 Pre-K Expansion Grant System-Wide	676,900	4,229	681,129
Innovative School Model Grant	0	230,000	230,000
Mellisa's Hope Grant	0	200,000	200,000
State – Public Security Grant	0	343,876	343,876
State – Special Education Pre-School Grant	0	169,139	169,139
Transfer from General School Fund	64,500	0	64,500
<i>Totals:</i>	840,120	952,244	1,729,364
<u>Expenditures:</u>	\$	\$	\$
Instruction	761,203	457,331	1,218,534
Support Services	78,917	494,913	573,830
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<i>Totals:</i>	840,120	952,244	1,729,364

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

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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

RODNEY B. ROWLETT, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Place Land Use Restrictions on Certain Properties as Agreed to During Construction of the Kingsport Aquatic Center and to Purchase Wetland Mitigation Credits for Areas That Did Not Meet Wetland Success Criteria

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

Action Form No.: AF-140-2024
Work Session: June 3, 2024
First Reading: N/A
Final Adoption: June 4, 2024
Staff Work By: Chad Austin
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
During construction of the Kingsport Aquatic Center 15.5 acres of wetlands were disturbed. Kingsport received a permit to alter these wetlands with a plan to mitigate some areas on site and others along Reedy Creek near John B. Dennis. These areas were to be observed for ten years to ensure that the sites developed wetlands as determined in the permit. During monitoring studies, it was determined that one site containing proposed 10.5 acres of created wetland did not meet the criteria for success.

Working with S&ME consultants and TDEC it was determined that we would need to purchase 8.4 wetland mitigation credits from Water Resources, LLC. The cost of these credits is \$336,000. Funding is identified in NC2316. Once the credits are purchased, we will have met the requirements of the permit.

Additionally, the original permit required all proposed mitigation sites to have land use restrictions placed on them, essentially returning those sites to their natural state. These areas are all along the Greenbelt in the vicinity of John B. Dennis Highway, as shown on the map. This action will approve executing land use restrictions on those properties listed in the permit.

- Attachments:**
- 1. Resolution
 - 2. Wetland Mitigation Credit Invoice
 - 3. Land Use Restrictions for Five Properties
 - 4. Land Use Restrictions Map (offsite)

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

Item X1.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF 8.4 WETLAND MITIGATION CREDITS FROM WATER RESOURCES, LLC, AND THE EXECUTION OF LAND USE RESTRICTIONS ON PROPERTIES OWNED BY THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE SUCH RESTRICTIONS

WHEREAS, during construction of the Kingsport Aquatic Center 15.5 acres of wetlands were disturbed, and the city received a permit to alter these wetlands with a plan to mitigate some areas on site and others along Reedy Creek near John B. Dennis; and

WHEREAS, these areas were to be observed for ten years to ensure that the sites developed wetlands as determined in the permit, but during monitoring studies it was determined that one site containing proposed 10.5 acres of created wetland did not meet the criteria for success; and

WHEREAS, the Tennessee Department of Environment and Conservation of Water Pollution Control (TDEC) determined that the city would need to purchase 8.4 wetland mitigation credits from Water Resources, LLC, and once purchased, the city will have met the requirements of the permit; and

WHEREAS, the cost of the credits is \$336,000.00 and the funding is identified in NC2316; and

WHEREAS, the original permit required all proposed mitigation sites to have land use restrictions placed on them, essentially returning those sites to their natural state; and

WHEREAS, these areas are all along the Greenbelt in the vicinity of John B. Dennis Highway and are described in Deed Book 2728C at page 779, Deed Book 2849C at page 474, Deed Book 3024 at page 3282, Deed Book 2769C, at page 693, and Deed Book 3283 at page 2323; and

WHEREAS, once approved by the board, the Land Use Restrictions will be executed and recorded with the Sullivan County Register to Deeds to ensure proper use of the property in the future.

Now therefore,

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

SECTION I. That the purchase of 8.4 wetland mitigation credits from Water Resources, LLC is approved.

SECTION II. That the Land Use Restrictions, as prepared by the Tennessee Department of Environment and Conservation for the properties acquired by the city and more fully described in deeds recorded in Deed Book 2728C at page 779, Deed Book 2849C at page 474, Deed Book 3024 at page 3282, Deed Book 2769C, at page 693, and Deed Book 3283 at page 2323, are approved.

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

to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Land Use Restrictions, to deliver the restrictions 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 restrictions and this resolution generally, as set out below:

This instrument was prepared by:
Tennessee Department of Environment and Conservation Division of Water Pollution Control
7th Floor Annex, 401 Church Street
Nashville, TN 37243-1538

NOTICE OF LAND USE RESTRICTIONS

Notice is hereby given that pursuant to Tennessee Code Annotated (T.C.A.) Section 68- 212-225, the Commissioner of the Tennessee Department of Environment and Conservation ("TDEC") has determined that land use restrictions are an appropriate remedial action at the below-described property. Pursuant to T.C.A. Section 68-212-225(d) the register of deeds shall record this Notice and index it in the grantor index under the names of the owners of the property.

WITNESSETH:

WHEREAS, City of Kingsport (Grantor), is the owner of the real property described in a Deed of record with the Sullivan County Register of Deeds, Book _____, Page _____, herein after referred to as the "Property"; and,

WHEREAS, on or about August 16, 2010, the Commissioner of the Department of Environment and Conservation (TDEC) issued Aquatic Resource Alteration Permit (ARAP) Number NRS10.165 to Grantor; and,

WHEREAS, the referenced ARAP requires that certain uses of the Property be restricted.

NOW, THEREFORE, in consideration of the foregoing, the Grantor hereby declares that the Property should be held, sold, and conveyed subject to the following land use restrictions. Said land use restrictions shall run with the land and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and to TDEC and the respective successors and assigns of such parties:

Land Use Restrictions:

- A. (Vegetation) There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner. There shall be no planting or introduction any vegetation other than that described in the Aquatic Resource Alteration Permit NRS 10.165 for this project.
- B. (Uses) There shall be no agricultural, commercial, or industrial activity undertaken or allowed; nor shall any right of passage across or upon the Protected Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial activity.
- C. (Animals) No dogs, cats, or other domestic or exotic animals be raised on the Protected Property.
- D. (Topography) There shall be no filling, excavating, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land in any manner.
- E. (Building) There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards, or other structures.
- F. (Roads) There shall be no building of new roads or any other rights of way nor widening of existing roads.
- G. (Waters) There shall be no disruption of flow pattern by damming, dredging or construction in any free flowing water body, nor construction of any weirs, groins nor dikes in any marshland, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes, or other water bodies nor any activities or uses detrimental to water purity.
- H. (Vehicles) There shall be no operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles.
- I. (Construction) There shall be no construction or placing of temporary or permanent buildings, docks, bridges, piers or other structures.

Enforcement:

Any owner of the land or any unit of local government having jurisdiction over any part of the subject property may enforce this Notice of Land Use Restrictions by means of a civil action. The Commissioner of TDEC may enforce this Notice of Land Use Restrictions through the issuance of an Administrative Order or by means of a civil action, including one to obtain an injunction against

present or threatened violations of the restriction. Pursuant to T.C.A. Section 68-212-213, any person who fails, neglects or refuses to comply with a land use restriction commits a Class B misdemeanor and is subject to the assessment of a civil penalty of up to ten thousand dollars (\$10,000) per day.

Term:

This Notice of Land Use Restrictions shall run with and bind the Property unless/until this Declaration shall be made less stringent or canceled as set forth under the paragraph entitled "Amendment and Termination."

Amendment and Termination:

This Notice of Land Use Restrictions may be waived, amended, modified, or terminated at any time by the Commissioner of TDEC for cause. No amendment to of this Notice of Land Use Restrictions shall be effective until such amendment or instrument terminating this Notice of Land Use Restrictions is recorded in the Register's Office for Sullivan County, Tennessee.

Severability:

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 2024.

[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 restrictions 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 4th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



INVOICE

Project Name: Kingsport Aquatic Center (NRS 10.165)
Invoice Number: 8-1020.02
Invoice Date: April 26, 2024
Subcontract: NA
Client Name: City of Kingsport
c/o: Brent Morelock, CPPO, CPPB
415 Broad Street
Kingsport, Tennessee 37660
(423) 229-9315

Client Contact:

PLEASE REMIT TO:

Water Resources, LLC
89 Daniel Boone Drive
Barbourville, KY 40906-1140
Phone 865-603-8481

Electronic Payment Available

MAKE CHECK PAYABLE TO:

Water Resources, LLC

COST SUMMARY

Direct Fees:

SERVICE DESCRIPTION

Wetland Mitigation Credits Purchase,	8.4	\$336,000
	credits	

The credit types consist of forested (1.54), scrub shrub (3.97) and emergent (2.89)
All credits are from The Lick Creek Two Wetland Mitigation Bank except 1.77 emergent credits from The Lick Creek One Wetland Mitigation Bank

GRAND TOTAL **\$336,000**

Item X1.

This instrument was prepared by:
Tennessee Department of Environment and Conservation
Division of Water Pollution Control
7th Floor Annex, 401 Church Street
Nashville, TN 37243-1538

NOTICE OF LAND USE RESTRICTIONS

Notice is hereby given that pursuant to Tennessee Code Annotated (T.C.A.) Section 68-212-225, the Commissioner of the Tennessee Department of Environment and Conservation ("TDEC") has determined that land use restrictions are an appropriate remedial action at the below-described property. Pursuant to T.C.A. Section 68-212-225(d) the register of deeds shall record this Notice and index it in the grantor index under the names of the owners of the property.

WITNESSETH:

WHEREAS, City of Kingsport (Grantor), is the owner of the real property described in a Deed of record with the Sullivan County Register of Deeds, Book 2769C, Page 693, herein after referred to as the "Property"; and,

WHEREAS, on or about August 16, 2010, the Commissioner of the Department of Environment and Conservation (TDEC) issued Aquatic Resource Alteration Permit (ARAP) Number NRS10.165 to Grantor; and,

WHEREAS, the referenced ARAP requires that certain uses of the Property be restricted.

NOW, THEREFORE, in consideration of the foregoing, the Grantor hereby declares that the Property should be held, sold, and conveyed subject to the following land use restrictions. Said land use restrictions shall run with the land and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and to TDEC and the respective successors and assigns of such parties:

Land Use Restrictions:

- A. (Vegetation) There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner. There shall be no planting or introduction any vegetation other than that described in the Aquatic Resource Alteration Permit NRS #10.165 for this project.
- B. (Uses) There shall be no agricultural, commercial, or industrial activity undertaken or allowed; nor shall any right of passage across or upon the Protected Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial activity.
- C. (Animals) No dogs, cats, or other domestic or exotic animals be raised on the Protected Property.

- D. (Topography) There shall be no filling, excavating, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land in any manner.
- E. (Building) There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards, or other structures.
- F. (Roads) There shall be no building of new roads or any other rights of way nor widening of existing roads.
- G. (Waters) There shall be no disruption of flow pattern by damming, dredging or construction in any free flowing water body, nor construction of any weirs, groins nor dikes in any marshland, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes, or other water bodies nor any activities or uses detrimental to water purity.
- H. (Vehicles) There shall be no operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles.
- I. (Construction) There shall be no construction or placing of temporary or permanent buildings, docks, bridges, piers or other structures.

Enforcement:

Any owner of the land or any unit of local government having jurisdiction over any part of the subject property may enforce this Notice of Land Use Restrictions by means of a civil action. The Commissioner of TDEC may enforce this Notice of Land Use Restrictions through the issuance of an Administrative Order or by means of a civil action, including one to obtain an injunction against present or threatened violations of the restriction. Pursuant to T.C.A. Section 68-212-213, any person who fails, neglects or refuses to comply with a land use restriction commits a Class B misdemeanor and is subject to the assessment of a civil penalty of up to ten thousand dollars (\$10,000) per day.

Term:

This Notice of Land Use Restrictions shall run with and bind the Property unless/until this Declaration shall be made less stringent or canceled as set forth under the paragraph entitled "Amendment and Termination."

Amendment and Termination:

This Notice of Land Use Restrictions may be waived, amended, modified, or terminated at any time by the Commissioner of TDEC for cause. No amendment to of this Notice of Land Use Restrictions shall be effective until such amendment or instrument terminating this Notice of Land Use Restrictions is recorded in the Register's Office for Sullivan County, Tennessee.

Severability:

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 2024.

Grantor

STATE OF TENNESSEE

COUNTY OF SULLIVAN

Personally appeared before me, the undersigned, a Notary Public having authority within the State aforesaid, _____, with whom I am personally acquainted, and who acknowledged that he executed this instrument for the purposes herein contained, and that he is authorized to execute this instrument.

WITNESS my hand, at office, this the ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

This instrument was prepared by:
Tennessee Department of Environment and Conservation
Division of Water Pollution Control
7th Floor Annex, 401 Church Street
Nashville, TN 37243-1538

NOTICE OF LAND USE RESTRICTIONS

Notice is hereby given that pursuant to Tennessee Code Annotated (T.C.A.) Section 68-212-225, the Commissioner of the Tennessee Department of Environment and Conservation ("TDEC") has determined that land use restrictions are an appropriate remedial action at the below-described property. Pursuant to T.C.A. Section 68-212-225(d) the register of deeds shall record this Notice and index it in the grantor index under the names of the owners of the property.

WITNESSETH:

WHEREAS, City of Kingsport (Grantor), is the owner of the real property described in a Deed of record with the Sullivan County Register of Deeds, Book 3024, Page 2382, herein after referred to as the "Property"; and,

WHEREAS, on or about August 16, 2010, the Commissioner of the Department of Environment and Conservation (TDEC) issued Aquatic Resource Alteration Permit (ARAP) Number NRS10.165 to Grantor; and,

WHEREAS, the referenced ARAP requires that certain uses of the Property be restricted.

NOW, THEREFORE, in consideration of the foregoing, the Grantor hereby declares that the Property should be held, sold, and conveyed subject to the following land use restrictions. Said land use restrictions shall run with the land and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and to TDEC and the respective successors and assigns of such parties:

Land Use Restrictions:

- A. (Vegetation) There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner. There shall be no planting or introduction any vegetation other than that described in the Aquatic Resource Alteration Permit NRS #10.165 for this project.
- B. (Uses) There shall be no agricultural, commercial, or industrial activity undertaken or allowed; nor shall any right of passage across or upon the Protected Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial activity.
- C. (Animals) No dogs, cats, or other domestic or exotic animals be raised on the Protected Property.

- D. (Topography) There shall be no filling, excavating, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land in any manner.
- E. (Building) There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards, or other structures.
- F. (Roads) There shall be no building of new roads or any other rights of way nor widening of existing roads.
- G. (Waters) There shall be no disruption of flow pattern by damming, dredging or construction in any free flowing water body, nor construction of any weirs, groins nor dikes in any marshland, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes, or other water bodies nor any activities or uses detrimental to water purity.
- H. (Vehicles) There shall be no operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles.
- I. (Construction) There shall be no construction or placing of temporary or permanent buildings, docks, bridges, piers or other structures.

Enforcement:

Any owner of the land or any unit of local government having jurisdiction over any part of the subject property may enforce this Notice of Land Use Restrictions by means of a civil action. The Commissioner of TDEC may enforce this Notice of Land Use Restrictions through the issuance of an Administrative Order or by means of a civil action, including one to obtain an injunction against present or threatened violations of the restriction. Pursuant to T.C.A. Section 68-212-213, any person who fails, neglects or refuses to comply with a land use restriction commits a Class B misdemeanor and is subject to the assessment of a civil penalty of up to ten thousand dollars (\$10,000) per day.

Term:

This Notice of Land Use Restrictions shall run with and bind the Property unless/until this Declaration shall be made less stringent or canceled as set forth under the paragraph entitled "Amendment and Termination."

Amendment and Termination:

This Notice of Land Use Restrictions may be waived, amended, modified, or terminated at any time by the Commissioner of TDEC for cause. No amendment to of this Notice of Land Use Restrictions shall be effective until such amendment or instrument terminating this Notice of Land Use Restrictions is recorded in the Register's Office for Sullivan County, Tennessee.

Severability:

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 2024.

Grantor

STATE OF TENNESSEE

COUNTY OF SULLIVAN

Personally appeared before me, the undersigned, a Notary Public having authority within the State aforesaid, _____, with whom I am personally acquainted, and who acknowledged that he executed this instrument for the purposes herein contained, and that he is authorized to execute this instrument.

WITNESS my hand, at office, this the ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

This instrument was prepared by:
Tennessee Department of Environment and Conservation
Division of Water Pollution Control
7th Floor Annex, 401 Church Street
Nashville, TN 37243-1538

NOTICE OF LAND USE RESTRICTIONS

Notice is hereby given that pursuant to Tennessee Code Annotated (T.C.A.) Section 68-212-225, the Commissioner of the Tennessee Department of Environment and Conservation ("TDEC") has determined that land use restrictions are an appropriate remedial action at the below-described property. Pursuant to T.C.A. Section 68-212-225(d) the register of deeds shall record this Notice and index it in the grantor index under the names of the owners of the property.

WITNESSETH:

WHEREAS, City of Kingsport (Grantor), is the owner of the real property described in a Deed of record with the Sullivan County Register of Deeds, Book 3283, Page 2323, herein after referred to as the "Property"; and,

WHEREAS, on or about August 16, 2010, the Commissioner of the Department of Environment and Conservation (TDEC) issued Aquatic Resource Alteration Permit (ARAP) Number NRS10.165 to Grantor; and,

WHEREAS, the referenced ARAP requires that certain uses of the Property be restricted.

NOW, THEREFORE, in consideration of the foregoing, the Grantor hereby declares that the Property should be held, sold, and conveyed subject to the following land use restrictions. Said land use restrictions shall run with the land and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and to TDEC and the respective successors and assigns of such parties:

Land Use Restrictions:

- A. (Vegetation) There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner. There shall be no planting or introduction any vegetation other than that described in the Aquatic Resource Alteration Permit NRS 10.165 for this project.
- B. (Uses) There shall be no agricultural, commercial, or industrial activity undertaken or allowed; nor shall any right of passage across or upon the Protected Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial activity.
- C. (Animals) No dogs, cats, or other domestic or exotic animals be raised on the Protected Property.

- D. (Topography) There shall be no filling, excavating, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land in any manner.
- E. (Building) There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards, or other structures.
- F. (Roads) There shall be no building of new roads or any other rights of way nor widening of existing roads.
- G. (Waters) There shall be no disruption of flow pattern by damming, dredging or construction in any free flowing water body, nor construction of any weirs, groins nor dikes in any marshland, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes, or other water bodies nor any activities or uses detrimental to water purity.
- H. (Vehicles) There shall be no operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles.
- I. (Construction) There shall be no construction or placing of temporary or permanent buildings, docks, bridges, piers or other structures.

Enforcement:

Any owner of the land or any unit of local government having jurisdiction over any part of the subject property may enforce this Notice of Land Use Restrictions by means of a civil action. The Commissioner of TDEC may enforce this Notice of Land Use Restrictions through the issuance of an Administrative Order or by means of a civil action, including one to obtain an injunction against present or threatened violations of the restriction. Pursuant to T.C.A. Section 68-212-213, any person who fails, neglects or refuses to comply with a land use restriction commits a Class B misdemeanor and is subject to the assessment of a civil penalty of up to ten thousand dollars (\$10,000) per day.

Term:

This Notice of Land Use Restrictions shall run with and bind the Property unless/until this Declaration shall be made less stringent or canceled as set forth under the paragraph entitled "Amendment and Termination."

Amendment and Termination:

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WITNESSETH:

WHEREAS, City of Kingsport (Grantor), is the owner of the real property described in a Deed of record with the Sullivan County Register of Deeds, Book 2728C, Page 779, herein after referred to as the "Property"; and,

WHEREAS, on or about August 16, 2010, the Commissioner of the Department of Environment and Conservation (TDEC) issued Aquatic Resource Alteration Permit (ARAP) Number NRS10.165 to Grantor; and,

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- E. (Building) There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards, or other structures.
- F. (Roads) There shall be no building of new roads or any other rights of way nor widening of existing roads.
- G. (Waters) There shall be no disruption of flow pattern by damming, dredging or construction in any free flowing water body, nor construction of any weirs, groins nor dikes in any marshland, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes, or other water bodies nor any activities or uses detrimental to water purity.
- H. (Vehicles) There shall be no operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles.
- I. (Construction) There shall be no construction or placing of temporary or permanent buildings, docks, bridges, piers or other structures.

Enforcement:

Any owner of the land or any unit of local government having jurisdiction over any part of the subject property may enforce this Notice of Land Use Restrictions by means of a civil action. The Commissioner of TDEC may enforce this Notice of Land Use Restrictions through the issuance of an Administrative Order or by means of a civil action, including one to obtain an injunction against present or threatened violations of the restriction. Pursuant to T.C.A. Section 68-212-213, any person who fails, neglects or refuses to comply with a land use restriction commits a Class B misdemeanor and is subject to the assessment of a civil penalty of up to ten thousand dollars (\$10,000) per day.

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WITNESSETH:

WHEREAS, City of Kingsport (Grantor), is the owner of the real property described in a Deed of record with the Sullivan County Register of Deeds, Book 2849C, Page 474, herein after referred to as the "Property"; and,

WHEREAS, on or about August 16, 2010, the Commissioner of the Department of Environment and Conservation (TDEC) issued Aquatic Resource Alteration Permit (ARAP) Number NRS 10.165 to Grantor; and,

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Grantor

STATE OF TENNESSEE

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WITNESS my hand, at office, this the ____ day of _____, 2024.

Notary Public

My Commission Expires: _____



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Issue a Blanket Purchase Order for the Purchase of Firefighter Uniforms & Accessories Utilizing Sourcewell Contract #011124

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

Action Form No.: AF-149-2024
Work Session: June 3, 2024
First Reading: N/A
Final Adoption: June 4, 2024
Staff Work By: Committee
Presentation By: Chief Boyd

Recommendation:
Approve the Resolution

Executive Summary:
It is the recommendation of the committee to issue a blanket purchase order to Municipal Emergency Services utilizing the Sourcewell Contract # 011124 for the purchase of firefighter uniforms & accessories. It is recommended to utilize this contract through the expiration date of March 25, 2028. The Fire Department has been using Municipal Emergency Services for uniform apparel and accessories for the past 6 years and have been satisfied with quality and services they have provided. The estimated annual cost is approximately \$70,000.

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

Please see the attached Sourcewell Cooperative Contract.

Funding is identified in Project/Account # 11035014513029

- Attachments:**
- 1. Resolution
 - 2. Sourcewell Cooperative Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MUNICIPAL EMERGENCY SERVICES FOR THE PURCHASE OF FIREFIGHTER UNIFORMS AND ACCESSORIES THROUGH SOURCEWELL CONTRACT NO.: 011124

WHEREAS, staff recommends the purchase of firefighter uniforms and accessories from Municipal Emergency Services, utilizing Sourcwell Contract No.: 011124, for use by the Kingsport Fire Department; and

WHEREAS, the city is a member of Sourcwell Cooperative Purchasing Advantages, a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the cooperative as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, the various firefighter uniforms and accessories is available pursuant to Sourcwell Agreement No.: 011124; and

WHEREAS, in order to purchase the equipment, a blanket purchase order needs to be issued to Municipal Emergency Services in the annual amount of approximately \$70,000.00; and

WHEREAS, funding for this equipment is available in project account #11035014513029.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a blanket purchase order to Municipal Emergency Services for the purchase of various firefighter uniforms and accessories, utilizing Sourcwell Agreement No.: 011124, for use by the Kingsport Fire Department at the landfill, in the annual amount of approximately \$70,000.00.

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

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

ADOPTED this the 4th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**Solicitation Number: RFP #011124****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

\$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Municipal Emergency Services

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/29/2024 | 6:34 AM CDT

DocuSigned by:
John Walker
By: 10644B472C64440...
John Walker
Title: CFO
Date: 3/28/2024 | 1:23 PM CDT

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name: Municipal Emergency Services Inc
Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482
Contact: Chanda Riddick-Yamoah
Email: criddick@mesfire.com
Phone: 203-304-4132
Fax: 203-264-3325
HST#: 651051374

Submission Details

Created On: Friday January 05, 2024 09:43:18
Submitted On: Thursday January 11, 2024 12:22:57
Submitted By: Chanda Riddick-Yamoah
Email: criddick@mesfire.com
Transaction #: ccd6b99d-17d2-4905-9ff5-f4f36b668809
Submitter's IP Address: 151.181.51.74

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Municipal Emergency Services, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a
4	Provide your CAGE code or Unique Entity Identifier (SAM):	# 1XBB1 T4MGJ9BU63J6
5	Proposer Physical Address:	12 Turnberry Lane, 2nd FL, Sandy Hook, CT 06482
6	Proposer website address (or addresses):	www.mesfire.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Walker, CFO, jwalker@mesfire.com; 203-304-4102
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah, Contracts Manager, criddick@mesfire.com, 203-304-4132
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	n/a

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements.</p> <p>MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.</p> <p>In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability to serve all first responders and public safety officials on a national level. MES annual sales are more than \$300MM and most of our sales are for fulfillment of contracts and purchases to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers.</p> <p>What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions helps us to provide superior products and customer service to the Fire Service, Law Enforcement, and all public safety departments on a national level as no other sales and service distributor can do.</p> <p>MES is financially stable company with an excellent reputation with our customers and vendors. We offer programs and solutions, not just uniforms. MES is a distinctive brand due to our national customers, reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.</p> <p>Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcewell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcewell for their procurement needs.</p>	
11	What are your company's expectations in the event of an award?	In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached are financial statements and bank reference letter.	*
13	What is your US market share for the solutions that you are proposing?	38%	*
14	What is your Canadian market share for the solutions that you are proposing?	0	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	no	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a. Please see attached letter.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Municipal Emergency Services, Inc. have several levels of management with experience and training to ensure compliance to NFPA when providing materials or servicing fire departments and other agencies. Our team is has been trained and can identify the standards and subject matter regarding NFPA and SCBA certification. Our technicians are certified to evaluate, test, and repair 3M/Scott Safety systems, and other air supply compressors and components. MES is one of only a few nationwide Five Star certified 3M Scott National Service Group. In addition, 98% of our sales force are former fire fighters or law enforcement officers who possess hands on training.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	MES has received multiple awards from our vendors to recognize us an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached.	*
20	What percentage of your sales are to the governmental sector in the past three years	98%	*
21	What percentage of your sales are to the education sector in the past three years	2%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NPP - \$18,000,000 HGAC - \$20,500,000 LA COUNTY FIRE - \$6,316,000 STATE OF PA - \$40,000,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA-\$21,000,000	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Norfolk Police Department	Lt. Joseph Miolla	757-664-4169	*
Prince William County Police Department	Imran Muhammad	703-792-6589	*
Federal Bureau of Investigations	Lt. Donald Linares-Uniformed Divisions	202-324-2609	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Indianapolis Fire Department	Government	Indiana - IN	Uniforms, measurements, logo, tailoring, embroidery	18,111	652,006
Frederick County Commissioners	Government	Maryland - MD	Uniforms, measurements, logo, tailoring, embroidery	16,828	605,818
Federal Bureau of Investigations	Government	Maryland - MD	Uniforms, measurements, logo, tailoring, embroidery	16,728	602,204
St. Marys County Sheriff	Government	Indiana - IN	Uniforms, measurements, logo, tailoring, embroidery	16,180	582,463
Indiana Department of Corrections	Government	Indiana - IN	Uniforms, measurements, logo, tailoring, embroidery	15,918	573,035

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	MES has increased our sales force to 200 Sales Representatives. Our Sales force is growing to support our expanding customer base. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. We also have a skilled regional office support throughout the US to address customer inquiries and requests effectually and quickly.
27	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.
28	Service force.	MES offers a service force with full-service customization shops in the following states with the number of employees associated with each shop. CA- 6 CO- 11 NY- 8 NJ- 3 DC- 1 VA- 3 Hallandale FL- 17 Petersburg FL- 11
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders begin with a proof. This proof is checked and approved by our customer. After approval, the orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. Each order automatically generates a very detailed instruction tag that is attached to each item. The CSR will then review the order to ensure pricing reflects the Sourcewell member number and correct discount offered. Once review is completed, the CSR contacts our vendor or checks our warehouses to located the product ordered and deliver as per the lead-time requested. For uniform ordering, we also offer Proprietary Precision Order Processing software. (POP) , Online order placement through Signature Online Stores. (SOS), and Mobile Uniform services. If the employee is close to one of our uniform centers, they can be notified via an easy text to pick up their order when ready. If not, the Sales Representative notifies the customer when the order will be delivered or is ready for pick-up. We also offer mobile services to a destination identified by the customer to deliver finished products. We have attached a presentation to provide more details on our ordering processes.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcewell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MES does not offer our uniform services in Canada at this time. We are researching startup opportunities to offer solutions in this market. We have identified an emerging market that we are researching to enter.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	New Hampshire Maine North Dakota Hawaii	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES can support and provide products to all participating agencies except in New Hampshire, Maine, North Dakota, or Hawaii. For these states, we offer online ordering for items not requiring onsite measurements, sewing, tailoring or customization.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We value Sourcewell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcewell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement can be used using our website (www.mesfire.com). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At no additional cost to our customers, MES offers training on our SOS stores or Proprietary Precision Order Processing software. (POP), Online order placement . This is part of our training programs such as SCBA training, annual testing, and service maintenance. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.
41	Describe any technological advances that your proposed products or services offer.	MES provides SOS stores or Proprietary Precision Order Processing software. (POP), Online order placement which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	n/a
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	n/a
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	n/a
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?	MES offers the largest and competitive pricing for first responder and law enforcement uniforms. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up based on the manufacturer's warranty. The warranties also cover parts and labor within the specified time of coverage.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	MES will perform the warranty service as an authorized repair center unless our vendor has specified in the warranty to return the product or products to the OEM's location for repair.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation and offer a solution.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We do not offer onsite uniform services for the following states: New Hampshire Maine North Dakota Hawaii Warranty is n/a for these areas.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.
51	What are your proposed exchange and return programs and policies?	Goods received damaged or deflection will be repaired or replaced based on the guidelines and terms of the warranty.
52	Describe any service contract options for the items included in your proposal.	Sewing/Tailoring Embroidery Art Requests/Requirements

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	MES offers best in class service and guarantee of all service work which is supported by a warranty of the service completed.
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	MES tracks the number of service calls and the type of repair work completed to offer feedback and internal analyses of products and services. Metrics and KPI's not meeting our internal targets are reviewed with our vendors to address improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	MES has standard payment terms of Net 30. We also accept payment via credit card for payments under \$10,000.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. Leasing is available with Community Leasing Partners.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see attached. MES will use quotes, purchase orders, and invoices as standard transactions in connection to these products if awarded a contract. Examples are attached.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a and a spreadsheet listing each vendor and the discount offered.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will provide a discount off of the vendor MSRP sheet as the Sourcwell proposed bid price.
61	Describe any quantity or volume discounts or rebate programs that you offer.	n/a
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	n/a
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	n/a
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MES utilizes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MES believes in providing top rated and high quality products in this category. Our vendors and the products are researched to provide the best in attributes such as materials, fabrics, quality, comfort, performance, warranty, and responsiveness. When supplying products and services in the uniform industry, our standards are to offer precision measuring, tested fabrics and materials, customer focused responses, uniform stores, and ease of measurements, delivery, and modifications. Our expectation remains at the top of the class across all categories.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dedicated uniform specialists to help guide the process. Professionally staffed and equipped regional customization shops.	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. Leasing is available with Community Leasing Partners.	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has an expansive capability to customize per our customer's requirements. For example, our facility in Reading, PA focuses primarily on larger orders. This location's state-of-the-art processes and techniques allows for efficient delivery regardless of the size of the order.	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services can be offered in all states except New Hampshire, Maine, North Dakota, and Hawaii	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do not offer facility supplies and services at this time for floor mats, mops, and cleaning supplies. However, we do offer first aid kits that will be listed on uniform contract if awarded. We do offer small first aid kits through 5.11 and Avon Production Supplies.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

Item X11.

- [Pricing](#) - MES 011124 PRICING.zip - Thursday January 11, 2024 09:15:56
- [Financial Strength and Stability](#) - Financial Statements.zip - Wednesday January 10, 2024 03:42:55
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - IN1953970 011124.pdf - Thursday January 11, 2024 09:23:49
- [Requested Exceptions](#) - MES Documents 010424.zip - Wednesday January 10, 2024 03:42:02
- [Upload Additional Document](#) - Sourcewell 2024 Roper.zip - Thursday January 11, 2024 08:09:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Walker, CFO, Municipal Emergency Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	<input checked="" type="checkbox"/>	2

MES - Sourcewell Contract #011124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Uniform apparel, uniform, accessories, and footwear	apparel/uniforms	5.11 Tactical	26% Off Current MSRP
	apparel/uniforms	Avon Protection	5% off current MSRP
	apparel/uniforms	Broome	10% off current MSRP
	apparel/uniforms	Shelter)	5% Off Current MSRP
	apparel/uniforms	Elbeco	29% Off Current MSRP
	apparel/uniforms	Fechierner	19% Off Current MSRP
	apparel/uniforms	First Tactical	24% Off Current MSRP
	apparel/uniforms	Game Sportswear	15% Off Current MSRP
	apparel/uniforms	Gerber Outerwear	10% off current MSRP
	apparel/uniforms	Hero's Pride	10% off current MSRP
	apparel/uniforms	Honeywell	5% Off Current MSRP
	apparel/uniforms	Horace Small	15% Off Current MSRP
	apparel/uniforms	Keystone Cap	10% off current MSRP
	apparel/uniforms	KFT Fire Trainer	Net Price on Price MSRP
	apparel/uniforms	Lightning X	5% Off Current MSRP
	apparel/uniforms	Lion	5% Off Current MSRP *gloves cannot be sold
	apparel/uniforms	North American Rescue	8% Off Current MSRP
	apparel/uniforms	Propper	5% Off Current MSRP
	apparel/uniforms	Rocky	10% off current MSRP
	apparel/uniforms	Rothco	10% off current MSRP
	apparel/uniforms	SanMar	5% Off Current MSRP
	apparel/uniforms	Spiewak	10% off current MSRP
	apparel/uniforms	True North	5% Off Current MSRP
apparel/uniforms	Veridian	5% Off Current MSRP	
apparel/uniforms	VF Workrite Work Wear	15% Off Current MSRP	
apparel/uniforms	Warson Brands	10% off current MSRP	
apparel/uniforms	Weinbrenner	10% off current MSRP	
Customization		MES Shops	Net MSRP if new garment required + customer sew requirements @ \$40/hour
		Tailoring	Net MSRP if new garment required + customer sew requirements @ \$40/hour
		Embroidery	Net MSRP if new garment required + customer sew requirements @ \$40/hour
		Art Requests/Requireme	Net MSRP if new garment required + customer sew requirements @ \$40/hour
Maintenance & Cleaning Services Garment Decontaminations	Cleaning, Alterations, & Customizations	Circul-Air	2% Off Washers & Dryers 5% Off Lockers
	Cleaning, Alterations, & Customizations	Northwest Safety Clean	Fixed Pricing Per Price MSRP
Protective Garment Laundry Machines	Laundry Machines, Extractor machines	Groves	2% Off Washers & Dryers 5% Off Lockers
Garment Care , Fire Clothing Repairs	Garment Care	Minurva/Gear Wash	Quoted per job depending on spec and issue due to certs.

Item X11.



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-155-2024
Work Session: June 3, 2024
First Reading: N/A
Final Adoption: June 4, 2024
Staff Work By: Mike Wessely
Presentation By: Tyra Copas

Recommendation:

Approve the Resolution.

Executive Summary:

The initial agreement for the Employee Physical Wellness program with **Cora Physical Therapy** (CORA) is set to expire on June 30, 2024. A review conducted after the first year with CORA confirms that the program is a highly valuable benefit for our employees, having hosted 304 appointments as of May 2024. Employee feedback has been overwhelmingly positive regarding the quality of services and professionalism, and employees have reported improvements in their physical wellness provided by the program.

As of May 2024, the program is **well under the budgeted amount costing \$14,000**. The renewal of the contract will continue at the current rate of \$46 per visit.

Over the past several years the city has budgeted \$190,000 for this program and has allocated the same for FY25, under account number 615-1601-413-20-61.

Attachments:

- 1. Resolution
- 2. Agreement
- 2. Supplemental Information

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

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, both parties have determined the terms and conditions are agreeable for an additional year; and

WHEREAS, funding, in an amount up to \$190,000.00, is identified in project numbers 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.

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 4th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



July 1, 2024

Chris McCartt
City Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660
(423) 229-9400

Re: Letter of Agreement for Physical Wellness/Strengthening Program

I am pleased to present this Letter of Understanding to the City of Kingsport ("City of Kingsport") and initiating a relationship between our entities. Champion Physical Therapy, LLC ("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, 2024 the promise hereof will be null and void. We look forward to establishing this relationship with you.

CHAMPION PHYSICAL THERAPY, LLC

By: _____

Title: _____

CITY OF KINGSFORT

By: _____

Title: _____

Accepted this ____ day of _____, 2024

Wessely, Michael

From: Butcher, Tim <tbutcher@corahealth.com>
Sent: Wednesday, May 22, 2024 1:15 PM
To: Wessely, Michael
Subject: EXTERNAL: Fwd: Completed: Complete with DocuSign: CORA PT City of Kingsport LOA 2023.pdf
Attachments: CORA PT City of Kingsport LOA 2023.pdf

CAUTION: This email originated from outside of the city. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact the IT Dept with any questions or concerns.

Please let know if you need anything else.

Tim Butcher, PT,CSCS

Regional Director
Kentucky and Tennessee

p: 865-300-0512
f: 865-377-3187
a: 7228 Norris Freeway
Knoxville, TN 37918
e: tbutcher@corahealth.com

From: Sigurdsson, Jaime <jsigurdsson@corahealth.com>
Sent: Tuesday, May 21, 2024 11:02:18 AM
To: Butcher, Tim <tbutcher@corahealth.com>
Subject: Fw: Completed: Complete with DocuSign: CORA PT City of Kingsport LOA 2023.pdf

Tim this does not have an end date so it's still valid if they want to continue to use it!



Jaime Sigurdsson, CEAS

VP and Executive Director
Work Comp Services

e: jsigurdsson@corahealth.com
c: 386-847-1052

For scheduling/referrals including: FCE's, Work Programs, POET's, Ergo Assessments, Job Site Analysis, Impairment Ratings or any other tests requested, email: FCE@CORAHealth.com

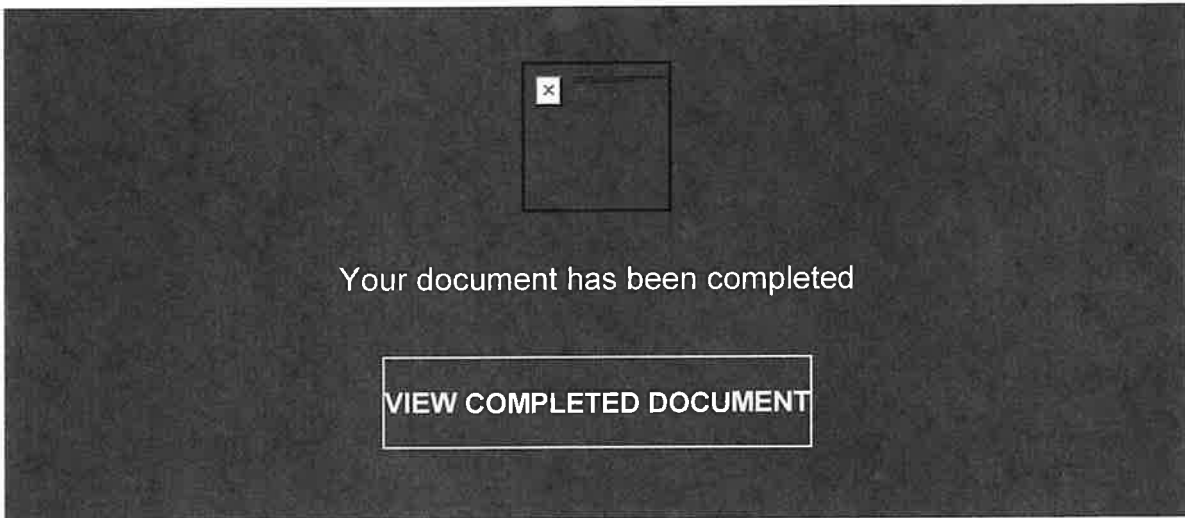
For administrative, billing, utilization or treatment questions, email: WorkTRACKS@CORAHealth.com

From: Othon, Javier <jothon@corahealth.com>
Sent: Tuesday, May 21, 2024 11:00 AM
To: Sigurdsson, Jaime <jsigurdsson@corahealth.com>
Subject: Fwd: Completed: Complete with DocuSign: CORA PT City of Kingsport LOA 2023.pdf

[Get Outlook for iOS](#)

From: DocuSign NA4 System <dse_NA4@docusign.net> on behalf of Brent Morelock via DocuSign <dse_NA4@docusign.net>
Sent: Tuesday, May 21, 2024 9:09:54 AM
To: Othon, Javier <jothon@corahealth.com>
Subject: Completed: Complete with DocuSign: CORA PT City of Kingsport LOA 2023.pdf

This email is from an external source. Only open links and attachments from a trusted sender.



Brent Morelock
brentmorelock@kingsporttn.gov

All parties have completed Complete with DocuSign: CORA PT City of Kingsport LOA 2023.pdf.

Please sign the following agreement for the Employee Physical Wellness Program as approved via Action Form 178-2023 on 06/20/23. Funding is identified in account # 61516014132061. Thank you.



June 15, 2023

Chris McCartt
City Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660
(423) 229-9400

Re: Letter of Agreement for Physical Wellness/Strengthening Program

I am pleased to present this Letter of Understanding to the City of Kingsport ("City of Kingsport") and initiating a relationship between our entities. Champion Physical Therapy, LLC ("CORR") would like to outline the services City of Kingsport may expect to receive in exchange for providing the services hereunder:

CORR Responsibilities:

- CORR shall provide a physical wellness and strengthening program for City of Kingsport employees, as requested by City of Kingsport.
- CORR shall provide these services during normal business hours at the CORR Physical Therapy Kingsport location (1825 N. Eastman Rd., Suite A Kingsport, TN 37664)
- CORR 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
- CORR 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.
- CORR shall provide access to MedBridge (the mobile platform that maintains their exercise program and progression) to employees during the initial assessment.
- CORR shall bill City of Kingsport \$46/assessment and/or training session.
- CORR 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.
- CORR shall not refuse to provide services to any employee on the grounds of race, color, sex, age, disability or national origin.
- CORR 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.
- CORR 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 CORR in performing all services hereunder.
- CORR 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

BINDING AGREEMENT

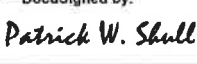
CORA and City of Kingsport agree that this Letter of Understanding is intended to create a binding obligation of the parties once signed by both parties.

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, 2023 the promise hereof will be null and void. We look forward to establishing this relationship with you.

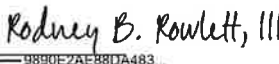
CHAMPION PHYSICAL THERAPY, LLC

By: 
DocuSigned by:
43B4E2655CF24C0...
 Title: President - COO

CITY OF KINGSFORT

By: 
DocuSigned by:
72D36825DF7443D...
 Title: Mayor

Accepted this 6/23/2023 day of _____, 2023

APPROVED AS TO FORM: 
DocuSigned by:
9890E2AE88DA483...

ATTEST: 
DocuSigned by:
AD9E467A1BDB489...
 DS



AGENDA ACTION FORM

Renewing the Proposal for Concession Food Service Distributor for the Kingsport Aquatic Center to The H.T. Hackney Company

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

Action Form No.: AF-152-2024
Work Session: June 3, 2024
First Reading: N/A
Final Adoption: June 4, 2024
Staff Work By: Wendy Terrazas
Presentation By: Michael T. Borders

Recommendation:

Approve the resolution.

Executive Summary:

If approved the City will renew a contract with H.T. Hackney Company as the vendor for concession items at the Kingsport Aquatic Center for a period of one year.

Staff is proposing to the city to renew concession vendors, H.T. Hackney Company for a period of one (1) year for the concession stand at the Kingsport Aquatic Center. This vendor has provided service to the city within the terms of their contract over the past several years. It is the staff's recommendation to renew the contract for another (1) year period for various concessions items & equipment at the Kingsport Aquatic Center.

Concession items will be ordered on an as-needed basis by the city. The contract will be awarded for one (1) year with an option to renew annually (1) one-year increments providing all terms, conditions, and costs are acceptable to both parties. The city reserves the right to rebid at the end of any contract period.

The last RFP was conducting in December of 2022. Only one proposal was received.

Funding is identified in Account# 41950225073190.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE KINGSFORT AQUATIC CENTER CONCESSION FOOD SERVICE DISTRIBUTOR PROPOSAL WITH H.T. HACKNEY COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on May 15, 2017, the board approved the proposal of H.T. Hackney Company as the Concession Food Service Distributor at the Kingsport Aquatic Center(Resolution No. 2017-208); and

WHEREAS, the request for proposal permitted annual renewals so long as the terms of the renewal were acceptable to the city; and

WHEREAS, staff recommends renewing the proposal for the period of one year; and

WHEREAS, concession items will be ordered on an as needed basis, and funding is identified in account # 41950225073190.

Now therefore,

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

SECTION I. That the renewal of the proposal with H.T. Hackney Company as the Kingsport Aquatic Center concession food service distributor for a period of one year, is approved, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 4th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Accepting a Donation from the Bays Mountain Park Association for the Farmstead Museum Project

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

Action Form No.: AF-153-2024
Work Session: June 3, 2024
First Reading: N/A
Final Adoption: June 4, 2024
Staff Work By: Megan Krager/Tyler Wicks
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will accept a \$15,000 donation from the Bays Mountain Park Association.

Bays Mountain Park was awarded \$75,000 from the Capital Maintenance and Improvements Grants from the Tennessee State Museum in January 2024. These funds are being used to make accessibility improvements, primarily handicap parking, to the Farmstead Museum at the park.

Bids for the project were be opened on May 29th. The successful bidder was in Inland Construction for \$103,700. The remainder of the needed funds will be provided by the Bays Mountain Park Commission.

- Attachments:**
1. Resolution
2. Agreement

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A MONETARY DONATION FROM
THE BAYS MOUNTAIN PARK ASSOCIATION FOR THE BENEFIT
OF THE FARMSTEAD MUSEUM PROJECT

WHEREAS, the Bays Mountain Park Association has pledged a donation in the amount of \$15,000.00, if accepted by the board for the benefit of the Farmstead Museum Project; and

WHEREAS, previously City was awarded a \$75,000.00 capital maintenance and improvement grant from the state of Tennessee to be utilized for accessibility improvements to the Farmstead Museum; and

WHEREAS, the donated funds from the Bays Mountain Park Association will fulfill the financial needs of the city in fulfilling the project.

Now therefore,

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

SECTION I. That the monetary donation to the city from the Bays Mountain Park Association in the amount of \$15,000.00, is accepted.

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

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

ADOPTED this the 4th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY