

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, June 18, 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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

- 1. New Vision Youth
- **III. INVOCATION**
- IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

- 1. Thank you, Mayor Shull (Dennis Phillips)
- 2. Claire Arbaugh, Dobyns-Bennett High School (Alderman Phillips)
- 3. Dobyns-Bennett High School 2024 4A State Softball Champions (Mayor Shull)
- 4. Employee Scholarship Award Recipients (Tyra Copas)
- 5. Keep Kingsport Beautiful Beautification Award Recipients (Sharon Hayes)

Alderman Paul W. Montgomery Alderman Tommy Olterman Alderman James Phillips

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

VI. COMMENT

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

VII. APPOINTMENTS

 Consideration of Appointment to the Community Development Advisory Committee (AF-178-2024) (Mayor Shull)

VIII. APPROVAL OF MINUTES

- 1. June 3, 2024 Work Session
- 2. June 4, 2024 Business Meeting

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

- Consideration of an Ordinance to Update the Sewer Use Ordinance, Section 102-226, Table A User Discharge Restrictions (AF-156-2024) (Ryan McReynolds)
- Consideration of a Budget Adjustment Ordinance for Various Funds in FY2024 (AF-176-2024) (Chris McCartt)
- Consideration of an Ordinance Amending Chapter 114, Article III, Division 5 of the Kingsport City Code as it Relates to Floodplain Zoning (AF-183-2024) (Ken Weems)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- Consideration of an Ordinance to Amend Zoning of Tax Map 046N, Group H, Parcel 016.00 Located Along East Center Street from R-1B, Residential District to B-1, Neighborhood Business District (AF-145-2024) (Jessica McMurray)
- 2. 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 the PD, Planned Development District (AF-146-2024) (Jessica McMurray)
- Consideration of an Ordinance to Adopt the FY 2024-2025 Budget (AF-157-2024) (Chris McCartt)

- Consideration of an Ordinance to Adopt the FY 2024-2025 Water Budget (AF-158-2024) (Chris McCartt)
- Consideration of an Ordinance to Adopt the FY 2024-2025 Sewer Budget (AF-159-2024) (Chris McCartt)
- 6. Consideration of an Ordinance to Adopt the FY 2024-2025 Metropolitan Planning Project Grant Fund Budget (AF-160-2024) (Chris McCartt)
- Consideration of an Ordinance to Adopt the FY 2024-2025 Community Development Block Grant Fund Budget (AF-161-2024) (Chris McCartt)
- Consideration of an Ordinance to Adopt the FY 2024-2025 School Public Law 93-380 Grant Project Fund Budget (AF-162-2024) (Chris McCartt)
- Consideration of an Ordinance to Adopt the FY 2024-2025 Schools Special Projects Grant Fund Budget (AF-163-2024) (Chris McCartt)
- Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-144-2024) (Chris McCartt)
- 11. Consideration of an Ordinance to Amend the FY 2024 School Nutrition Services Fund Budget (AF-137-2024) (David Frye)

XI. OTHER BUSINESS

- Consideration of a Resolution to Award the Bid of the Kingsport City Schools Nutrition Program Equipment to Trimark USA, LLC, and Authorizing the City Manager to Execute a Purchase Order for the Same (AF-167-2024) (David Frye)
- 2. Consideration of a Resolution to Enter into an Engineering Agreement with Hazen and Sawyer for Water Model Update and Master Plan Assistance (AF-169-2024) (Ryan McReynolds)
- 3. Consideration of a Resolution to Award the Bid to Franklin Underground Utility Services, Inc., for the FY24 Collection System Upgrade Project and Authorize the Mayor to Sign all Applicable Documents (AF-173-2024) (Ryan McReynolds)
- 4. Consideration of a Resolution to Authorize City Recorder to Adjust Uncollectible Property Tax for Tax Year 2013 (AF-115-2024) (Lisa Winkle)

- 5. Consideration of a Resolution to Enter into an Engineering Agreement with Barge Design Solutions for a Water Quality Assessment of the South Fork of the Holston River (AF-172-2024) (Ryan McReynolds)
- 6. Consideration of a Resolution to Award Bid to W-L Construction & Paving, Inc. for 2024 Contracted Paving Area 17 Phase 2 and Authorizing the Mayor to Sign all Applicable Documents (AF-166-2024) (Ryan McReynolds)
- 7. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the LENOWISCO PDC on Behalf of the Kingsport MTPO Regarding Federal and State Planning Funds (AF-151-2024) (Lesley Phillips)
- 8. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Virginia Department of Transportation on Behalf of the Kingsport MTPO (AF-150-2024) (Lesley Phillips)
- 9. Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Integrity Building Group, LLC, Related to the Miller Parke Phase 2 (Formerly Phase 3) Development (AF-177-2024) (Ryan McReynolds)
- Consideration of a Resolution to Provide Funding to Networks for Engineering Expenses (AF-171-2024) (Chris McCartt)
- 11. Consideration of a Resolution to Amend the Fee Resolution for FY 2025 Fees and Charges Provided for in the City Code (AF-165-2024) (Chris McCartt)
- Consideration of a Resolution to Apply for and Receive the Connected Communities and Facilities 2.0 Grant (AF-179-2024) (Michael T. Borders)

XII. CONSENT AGENDA

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

- Consideration of a Resolution to Ratify the Mayor's Signature to Apply for and Receive 2025 LSTA Technology Grant (AF-175-2024) (Michael T. Borders)
- Consideration of a Resolution Authorizing the Mayor to Execute CDBG Sub-recipient Agreements (AF-170-2024) (Michael Price)

- 3. Consideration of a Resolution Extending the Lease Agreement with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE) (AF-181-2024) (Jessica Harmon)
- 4. Consideration of a Resolution to Approve a Mural for NESCC RCAT (AF-184-2024) (Michael T. Borders)
- 5. Consideration of a Resolution to Enter into an Agreement with Tri-Cities United Soccer Club (TRIC) for the Concession Rights and for the Use of Eastman Park at Horse Creek Facilities (AF-143-2024) (Michael Borders)
- 6. Consideration of a Resolution Authorizing the Mayor to Enter into an Agreement with Walmart Business and Amazon Business Utilizing the Omnia Partners Cooperative Purchasing Contracts (AF-174-2024) (Chris McCartt)
- 7. Consideration of a Resolution for Authorization to Sign an Agreement with Bethel University for Tuition Discounts for Employees (AF-180-2024) (Tyra Copas)

XIII. COMMUNICATIONS

- 1. City Manager
- 2. Mayor and Board Members

XIV.ADJOURN



AGENDA ACTION FORM

Consideration of Appointment to the Community Development Advisory Committee

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-178-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Michael PricePresentation By:Mayor Shull

<u>Recommendation</u>: Approve appointment.

Executive Summary:

It is recommended to appoint the following to the Community Development Advisory Committee:

Rev. Scottie Burkhalter to fulfill an unexpired term through November 30, 2025

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

The committee is comprised of five members serving various roles that relate to serving the low/moderate income population of the City of Kingsport. Terms are three years with no term limit.

Current Committee:						
Member	Term Expires	No. of Terms	Eligibility			
Morris Baker	11/30/26	2	At-large			
Seth Jervis	11/30/26	2	KHRA Rep.			
Rene Mann	11/30/26	2	FTDD Rep.			
Rev. Chris Harpster	11/30/25	1	Faith-based			
			Rep.			
Dr. Dorothy Dobbins	11/30/25	2	At-large			

Recommended Committee:						
Member	Term Expires	No. of Terms	Eligibility			
Morris Baker	11/30/26	2	At-large			
Seth Jervis	11/30/26	2	KHRA Rep.			
Rene Mann	11/30/26	2	FTDD Rep.			
Rev. Scottie Burkhalter	11/30/25	Fulfilling	Faith-based			
		unexpired	Rep.			
		term				
Dr. Dorothy Dobbins	11/30/25	2	At-large			

Attachments: 1. Rev. Scottie Burkhalter Bio

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Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			
George Montgomery Olterman Phillips	 		

Scottie Burkhalter Bio

Rev. Scottie J. Burkhalter

Pastor of Holy Trinity Lutheran Church, Kingsport, TN

Awards and Degrees

- Citizenship award, 1978
- High School band Drum Major
- University of South Carolina, BS with a double major in Business Management and Management Science, 1982
- Lutheran Theological Seminary Gettysburg, Pennsylvania, Master of Divinity, 1998
- Ordained 1998
- 15 years business experience management and sales
- 31 years ministry experience
- Mission trip to El Salvador & Guatemala

Volunteer Experience

- Habitat for Humanity volunteer
- Soup kitchen volunteer
- Rotary International, Caribou, Maine
- Kingsport Homeless Board / Grace House Homeless Shelter
- Kingsport KIWANIS
- KIWANIS reading program for 2nd graders at Theodore Roosevelt Elementary School, Kingsport
- Prison Ministry- 20 years experience, KAIROS Ministry weekly Bible study Leader, and volunteer Chaplain

Hobbies

- Music
- fishing
- Woodworking

Family

• Married to Myra for 42 years

5 adult children (all married), plus 5 grandchildren

Ministry Bible verse and focus...

• For the Son of Man came not to be served but to serve and to give his life a ransom for many" Mark 10:45



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, June 03, 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 CALLby City Recorder/Treasurer Lisa Winkle.

III. DISCUSSION ITEMS

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the June 4, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

VIII.4 Public Hearing and Consideration of an Ordinance to Adopt the FY 2024-2025 Budget (AF-

144-2024) The City Manager noted this item ties back to the budget presentation in May and noting it addresses the need to move money around our existing budget for operating capital and funding needs for the library and demolition projects. Alderman Phillips asked for further details for McAnnich property due to some misconception on social media. Mr. McCartt stated it has gone the code enforcement process for over a year and the owner has exhausted all opportunities for appeal and the city will be executing a contract with Comsa construction for demolition. The Mayor commented further on the code enforcement issue.

IX.1 Consideration of an Ordinance to Amend City Code as it Pertains to Public Art and Murals (AF-135-2024) City Manager McCartt stated staff has had several discussions since the last work session and will request to pull it from the agenda to make some adjustments. He said they will bring it back in July or August.

Item VIII1.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES Monday, June 3, 2024 at 4:30 PM Kingsport City Hall, 415 Broad Street, Boardroom

X.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) The City Manager provided details on this item, noting the Aquatic Center as well as Meadowview several years prior were constructed on wetlands and mitigation areas were to be designated to compensate. He stated one area did not take and in order to fulfill the initial agreement with TDEC we must buy wetland credits. He noted this is common during this process and the mayor pointed out the money has already been set aside.

V. ITEMS OF INTEREST

- 1. Sales Tax Report
- 2. Projects Status Report

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 4:52 pm.

ANGELA MARSHALL Deputy City Recorder PATRICK W. SHULL Mayor



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

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 Planning Manager Ken Weems.
- **III. INVOCATION** led by Reverand Rick Meade, Lynn Garden Baptist Church.
- IV. ROLL CALL by City Recorder/Treasurer Lisa Winkle.

V. RECOGNITIONS AND PRESENTATIONS None.

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.

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 13, 2024 Budget Work Session
- 2. May 16, 2024 Budget Work Session
- 3. May 20, 2024 Work Session
- 4. May 21, 2024 Business Meeting

Tuesday, June 4, 2024 at 7:00 PM Kingsport City Hall, 415 Broad Street, Boardroom

VIII. BUSINESS MATTERS REQUIRING FIRST READING AND/OR PUBLIC HEARINGS

 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)

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

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

Passed: All present voting "aye" except Vice Mayor George who abstained.

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)

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

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

Passed: All present voting "aye" except Alderman Cooper who abstained.

- 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)

Motion made by Alderman Montgomery, Seconded by Vice Mayor George. 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 <u>Passed:</u> All present voting "aye."

Tuesday, June 4, 2024 at 7:00 PM Kingsport City Hall, 415 Broad Street, Boardroom

5. Public Hearing and Consideration of an Ordinance to Adopt the FY 2024-2025 Water Fund Budget (AF-158-2024) (Chris McCartt)

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

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 <u>Passed:</u> All present voting "aye."

6. Public Hearing and Consideration of an Ordinance to Adopt the FY 2024-2025 Sewer Fund Budget (AF-159-2024) (Chris McCartt)

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

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 <u>Passed:</u> All present voting "aye."

7. Consideration of an Ordinance to Adopt the FY 2024-2025 MPO Budget (AF-160-2024) (Chris McCartt)

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

AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE <u>Passed:</u> All present voting "aye."

8. Consideration of an Ordinance to Adopt the FY 2024-2025 CDBG Budget (AF-161-2024) (Chris McCartt)

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

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 <u>Passed:</u> All present voting "aye" except Alderman Cooper who abstained.

9. Consideration of an Ordinance to Adopt the FY 2024-2025 PL-93-380 Budget (AF-162-2024) (Chris McCartt)

Tuesday, June 4, 2024 at 7:00 PM Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

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

Passed: All present voting "aye."

10. Consideration of an Ordinance to Adopt the FY 2024-2025 School Special Project Grant Fund Budget (AF-163-2024) (Chris McCartt)

Motion made by Alderman Phillips, Seconded by Alderman Cooper.

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

Passed: All present voting "aye."

11. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-144-2024) (Chris McCartt)

Motion made by Vice Mayor George, Seconded by Alderman Montgomery. AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE Passed: All present voting "aye."

12. Consideration of an Ordinance to Amend the FY 2024 School Nutrition Services Fund Budget (AF-137-2024) (David Frye)

Motion made by Alderman Phillips, Seconded by Alderman Duncan. 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

Passed: All present voting "aye."

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)

The City Manager requested this item be pulled to make some adjustments after the discussion at the first reading.

Tuesday, June 4, 2024 at 7:00 PM Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Vice Mayor George, Seconded by Alderman Olterman to put it on the floor. Motion made by Vice Mayor George, Seconded by Alderman Olterman to postpone indefinitely. 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 Montgomery, Seconded by Alderman Cooper.

ORDINANCE NO. 7148 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 <u>Passed on second reading with a roll call vote</u>: Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

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

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

ORDINANCE NO. 7149 AN ORDINANCE TO AMEND THE FY 2024 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion made by Alderman Cooper, Seconded by Alderman Montgomery.

ORDINANCE NO. 7150 AN ORDINANCE TO AMEND THE FY 2024 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE <u>Passed on second reading with a roll call vote</u>: Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

X. OTHER BUSINESS

 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)

Tuesday, June 4, 2024 at 7:00 PM Kingsport City Hall, 415 Broad Street, Boardroom

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

RESOLUTION NO. 2024-263 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 Passed: All present voting "aye."

XI. CONSENT AGENDA (These items are approved under one motion.)

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

Passed as presented with a roll call vote: Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

 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)

RESOLUTION NO. 2024-264 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

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)

RESOLUTION NO. 2024-265 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

3. Consideration of a Resolution to Renew HT Hackney as a Vendor for Kingsport Aquatic Center Concessions (AF-152-2024) (Michael Borders)

RESOLUTION NO. 2024-266 A RESOLUTION AUTHORIZING THE RENEWAL OF THE KINGSPORT AQUATIC CENTER CONCESSION FOOD SERVICE DISTRIBUTOR PROPOSAL WITH H.T. HACKNEY COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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)

Tuesday, June 4, 2024 at 7:00 PM Kingsport City Hall, 415 Broad Street, Boardroom

RESOLUTION NO. 2024-267 A RESOLUTION ACCEPTING A MONETARY DONATION FROM THE BAYS MOUNTAIN PARK ASSOCIATION FOR THE BENEFIT OF THE FARMSTEAD MUSEUM PROJECT

XII. COMMUNICATIONS

1. City Manager

Mr. McCartt stated we lost a member of our city family earlier today. Jay Church was the face of the carousel for many years, and he will truly be missed and difficult to replace.

2. Mayor and Board Members

Alderman Montgomery stated he has traveled the greenbelt many times and was impressed at how clean it was. He commented on the KOSBE bucks program, noting they are ramping up their sales in June. He also stated the announcement is forthcoming for the person hired for the Highlands Women's Business Center. Alderman Phillips mentioned Public Safety Day at the Farmers Market yesterday following the Public Works Day the week before noting they were great events for the community. He mentioned while putting out election signs today he was approached by a city employee who cleaned the greenbelt every day and commended the employees who keep Kingsport clean. He also echoed the City Manager's comments regarding Jay Church. Alderman Olterman mentioned the DB baseball team hoping next year there's improvement, but he pointed out the basketball players are gearing up. He noted the girls' softball won the state championship and will be at an upcoming BMA meeting. Alderman Duncan added comments regarding the greenbelt cleanup with Kiwanis and Rotary, noting it was the largest volunteer group so far this year. He stated the Downtown concert series started last Friday and will continue for several weeks and the Friday afternoon library concerts begin this Friday. He also pointed out that Axmen baseball starts this Friday as well. Alderman Cooper said Thursday night is the downtown hop and shop celebrating dads and Father's Day. She also mentioned it is fun to get out and watch baseball games at Brickyard Park, noting it is a great facility with pretty views. Lastly, she pointed out there aren't many Twilight Alive Concerts until Funfest starts so get out and enjoy them. Vice-Mayor George thanked Chris and staff for the budget presentation and all the data provided and their effort to answer questions. She stated even though a flat budget was presented, the citizens will see many projects underway that had already been funded. Mayor Shull reminded citizens there will be a second reading of the budget at the next business meeting. He noted early voting begins in July and encouraged citizens to ask questions of all board members to dispel rumors and correct misinformation.

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Tuesday, June 4, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XIII. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:12 p.m.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Update Section 102-226, Table A - User Discharge Restrictions of the Sewer Use Ordinance

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-156-2024 Work Session: June 17, 2024 First Reading: June 18, 2024 Final Adoption:July 16, 2024Staff Work By:Tom HensleyPresentation By:Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

The wastewater treatment plant's National Pollution Discharge Elimination System (NPDES) Permit was renewed on January 1, 2024. <u>The permit requires a Local Limits technical evaluation of</u> <u>wastewater discharge limits to be completed.</u> Local limits regulate the type and quantity of pollutants discharged into the sewer system by industrial users, which could cause pass-through, interference or sludge contamination that may cause permit violations.

This evaluation determined that the molybdenum wastewater discharge limit be slightly decreased. No impact to commercial and industrial users is expected due to this change. State of Tennessee has approved the City of Kingsport Local Limit Review completed by our contractor MMS.

<u>Molybdenum</u>	Previous Limit	<u>New Limit</u>		
Monthly Average	5.3 mg/l	4.82 mg/l		
Daily Max	7.9 mg/l	7.24 mg/l		

Attachments:

- 1. Ordinance
- 2. TDEC Approval letter
- 3. Table A of Sewer Use Ordinance

	Y	Ν	0
Cooper	_		_
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 102-226 TABLE A- USER DISCHARGE RESTRICTIONS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 102-226 Table A of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Pollutant	Daily Maximum Limit (mg/l)*	Monthly Average Limit (mg/l)*
Ammonia nitrogen (NH3-N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074
Trans-1, 2-Dichloroethylene	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017
Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1 Trichloroethane	0.410	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.24	4.82
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46

Table A. User Discharge Restrictions

Selenium (total)	3.46	2.31
Silver (total)	0.23	0.23
Zinc (total)	1.79	1.18
Xylene	0.180	0.120
Hydrogen sulfide	0.5	NA

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 ______

Pollutant	Daily Maximum Limit(mg/l)*	Monthly Average Limit (mg/l)*
Ammonia nitrogen (NH3- N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074
Trans-1,2-Dichloroethylene	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017
Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1 Trichloroethane	0.410	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.9 7.24	5.3 4.82

Pollutant	Daily Maximum Limit(mg/l)*	Monthly Average Limit (mg/l)*
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46
Selenium (total)	3.46	2.31
Silver (total)	0.23	0.156
Zinc (total)	1.79	1.18
Xylene	0.180	0.120
Hydrogen sulfide	0.5	NA



STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DIVISION OF WATER RESOURCES William R. Snodgrass - Tennessee Tower 312 Rosa L. Parks Avenue, 11th Floor Nashville, Tennessee 37243-1102

April 18, 2024

Mr. Tom Hensley Assistant Utilities Director City of Kingsport 620 W. Industry Drive Kingsport, TN 37660

Re: Protection Criteria and Local Limits Final Approval Kingsport Pretreatment Program NPDES Permit No. TN0020095 Sullivan County

SENT VIA ELECTRONIC MAIL TO: TomHensley@kingsporttn.gov

Dear Mr. Hensley,

The Division of Water Resources would like to thank Mr. Byron Ross for his submittal, received on March 28, 2024, of the required documentation by Kingsport for modifications to the Local Limits and Protection Criteria. The proposed changes are considered a non-substantial modification in accordance with Tennessee Rule 0400-40-14-.18 and public notification is not required. The Division grants final approval for the limits. Should Kingsport, at any time in the future, begin experiencing problems at the wastewater treatment plant, these limits should be re-evaluated.

If you have any questions, please do not hesitate to contact me at Samantha O'Neil at 615-961-4440 or Samantha.Oneil@tn.gov.

Sincerely,

Samantha O'Neil State Pretreatment Coordinator

e-copy: Ms. Bri Begley —DWR, Johnson City EFO Mr. Byron Ross – MMS Mr. Eric Vermillion – City of Kingsport

Item IX1.

City of Kingsport, TN Wastewater Treatment Plant Protection Criteria and Local Limits Evaluation-January 2024 Revision Submittal Date: March 28, 2024

Kingsport WWTP – I		r Local Limit	s Summary			Evaluated: Jar	· · · ·	
All results are expressed a	s mgłL.			1	Revised: March 27, 2024			
		Monthly Ave	erage Limits		Daily Maximum Limits			r
					CumentIU		*To be	
	CurrentIV		"To be		Daily	Calculated	Adopted [®] IU	
	Nonthly Aug	Calculated IU	Adopted" IU		Maximum	Daily	Daily	
	Limits	Monthly Avg	Monthly Avg		Linits	Maximum	Maximum	
Parameter	(est. 2018)	Limits (2024)	Limit	comment	[est. 2018]	Limits (2024)	Limit	comment
Ammonia	25.24	67.0	25.24	Keep existing limit	66.9	100.5	66.9	Keep existing limit
Arsenic	0.75	1.29	0.75	Keep existing limit	1.13	1.94	1.13	Keep existing limit
Cadmium	0.080	0.182	0.080	Keep existing limit	0.120	0.273	0.120	Keep existing limit
Chromium	2.43	4.21	2.43	Keep existing limit	3.68	6.32	3.68	Keep existing limit
Copper	1.07	2.47	1.07	Keep existing limit	1.62	3.71	1.62	Keep existing limit
Lead	0.71	1.47	0.71	Keep existing limit	1.06	2.20	1.06	Keep existing limit
Mercury	0.0084	0.0100	0.0084	Keep existing limit	0.0126	0.0150	0.0126	Keep existing limit
Molybdenum	5.3	4.82	4.82	more stringent lim	7.9	7.24	7.24	more stringent lim
Nickel	1.30	3.24	1.30	Keep existing limit	1.97	4.86	1.97	Keep existing limit
Selenium	2.31	3.24	2.31	Keep existing limit	3.46	4.85	3.46	Keep existing limit
Silver	0.156	0.246	0.156	Keep existing limit	0.23	0.37	0.23	Keep existing limit
Zinc	1.18	2.46	1.18	Keep existing limit	1.79	3,69	1.79	Keep existing limit
Naphthalene	0.017	0.044	0.017	Keep existing limit	0.026	0.066	0.026	Keep existing limit
Total phthalates "1	0.867	1.56	0.867	Keep existing limit	1.301	2.35	1.301	Keep existing limit
BODs	N/4	NA	NA	NA	2128	2462	2128	Keep existing limit
Total Suspended Solid	N/4	NA	NA	NA	2700	3927	2700	Keep existing limit
GRAB Samples:	Monthly Average of Grab Samples	Manthly Average al Grab Samplar	Monthly Average of Grab Sampler	comment	Grab Sample Daily	Grab Sample Daily	Grab Sample Daily	comment
Cyanide	0.35	2.63	0.35	Keep existing limit	0.52	3.94	0.52	Keep existing limit
Total Phenol	0.46	2.01	0.46	Keep existing limit	0.70	3.01	0.70	Keep existing limit
Toluene	0.165	2.73	0,165	Keep existing limit	0.248	4.10	0.248	Keep existing limit
Benzene	0.032	0.181	0.032	Keep existing limit	0.048	0.270	0.048	Keep existing limit
1,1,1 Trichoroethane	0.165	2.61	0,165	Keep existing limit	0.248	3.91	0.248	Keep existing limit
Ethylbenzene	0.081	0.359	0.081	Keep existing limit	0.122	0.540	0,122	Keep existing limit
Carbon Tetrachloride	0.312	0.502	0.312	Keep existing limit	0.468	0.753	0.468	Keep existing limit
Chloroform	1.074	3.24	1.074	Keep existing limit	1.610	4.86	1.610	Keep existing limit
Tetrachloroethylene	0.102	1,424	0.102	Keep existing limit	0.153	2.14	0.153	Keep existing limit
Trichloroethylene	0,193	1.777	0.193	Keep existing limit	0.289	1.77	0.289	Keep existing limit
1,2 trans dichloroethylene	0.023	0.044	0.023	Keep existing limit	0.035	0.066	0.035	Keep existing limit
Methylene chloride	0.587	1.31	0.587	Keep existing limit	0.881	1.96	0.881	Keep existing limi
Xylene	0.120	0.181	0.120	Keep existing limit	0.180	0.270	0.180	Keep existing limit
Hydrogen Sulfide	N/4	NA	1/4	NA	0.5	0.5	0.5	Keep existing limit
Dil & Grease	N4	NA	N/A	NA	100	115	100	Keep existing limit

TABLE 2: Kingsport Industrial User Local Limit Summary

* VOCs, Cyanide, Hydrogen Sulfide, and Total phenol are grab samples.

"1: İncludes bis(2-ethylhexyl)phthalate, benzyl butyl phthalate, di-n-butyl phthalate, & diethyl phthalate.



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY24

To: Board of Mayor and Aldermen

Chris McCartt, City Manager From:

Action Form No.: AF-176-2024 Work Session: June 17, 2024 First Reading: June 18, 2024 Final Adoption: July 16, 2024 Staff Work By: John Morris Presentation By: Chris McCartt

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

General Projects-Special Revenue Fund

- Allocating \$30,000 to the Observation Tower Project (NC2415)

General Project Fund

-Allocating \$46,492 to the Nature Center project (GP2215).

Bays Mtn Commission Fund

- Increase From Fund Balance line by \$76,492 to fund above projects.

Attachments: 1. Budget Ordinance

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery	_		
Olterman	_		
Phillips			
Shull			

PRE-FILED CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 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 Projects Special Revenue Fund be amended by appropriating \$30,000 from the Bays Mountain Park Commission Fund to the Observation Tower project (NC2415).

SECTION II. That the General Project Fund be amended by appropriating \$46,492 from the Bays Mountain Park Commission Fund to the Nature Center project (GP2215).

SECTION III. That the Bays Mountain Park Commission Fund be increased by allocating \$76,492 from Fund Balance to increase the To Gen Proj-Special Rev line (612-4804-481.70-35) by \$46,492 and the General Project Fund line (612-4804-481.70-36) by \$30,000.

Account Number/Description:						
Fund 111: Gen Project-Special Revenue Fund						
Observation Tower (NC2415)	E	<u>Budget</u>	Incr/	(Decr)	Nev	w Budget
Revenues:	\$		\$		\$	
111-0000-332.69-00 Miscellaneous Other State		100,000		0		100,000
111-0000-391.62-00 Bays Mtn Park Comm Fund		0		30,000		30,000
Total:		100,000		30,000		130,000
Expenditures:	\$		\$		\$	
111-0000-601.90-03 Improvements		100,000		30,000		130,000
Total:		100,000		30,000		130,000

Account Number/Description: General Project Fund: 311 BMP Nature Center (GP2215)	<u>Budget</u>	Incr/(Decr)	New Budget
<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	46,492	1,046,492
Total:	1,020,670	46,492	1,067,162
Expenditures:	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	20,670	0	20,670
311-0000-601.90-03 Improvements	1,000,000	46,492	1,046,492
Total:	1,020,670	46,492	1,067,162

Account Number/Description:						
Bays Mt Park Comm Fund: 612	Budget		Budget Incr/(Deci		New Budget	
Revenues:	\$		\$		\$	
612-0000-392-01-00 Fund Bal Appropriations		57,000		76,492		133,492
Total:		57,000		76,492		133,492
Expenditures:	\$		\$		\$	
612-4804-481.70-35 To Gen Proj-Special Rev		0		30,000		30,000
612-4804-481.70-36 General Project Fund		0		46,492		46,492
Total:		0		76,492		76,492

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

Consideration of an Ordinance Amending Chapter 114, Article III, Division 5 of the Kingsport City Code as it Relates to Floodplain Zoning

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-183-2024 Work Session: June 17, 2024 First Reading: June 18, 2024 Final Adoption:July 16, 2024Staff Work By:CommitteePresentation By:Ken Weems

Recommendation:

Approve the Ordinance

Executive Summary:

The City of Kingsport is a participant in the National Flood Insurance Program (NFIP) administered by the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA). The NFIP provides insurance to property owners, renters, and businesses impacted by flooding. In order to participate in the NFIP the city adopted Ordinance No. 5414 which established flood plain zoning, provisions for flood hazard reduction as well as other processes and procedures. The provisions of Ordinance 5414 were incorporated into Chapter 114, Article III, Division 5 of the Kingsport Code of Ordinances and have been amended over time to comply with provisions of the NFIP.

Earlier this year, FEMA completed a Flood Insurance Study (FIS) to identify needed changes to the Flood Insurance Rate Map based on flood hazard data. As a result of the FIS, Chapter 114, Article III, Division 5 of the Kingsport Code of Ordinances needs to be amended to update changes to Community Panels listed. FEMA has also drafted a new "model ordinance" that will bring our existing floodplain ordinance into compliance with updated FEMA standards. In general, these are minor changes that include new and updated definitions along with updated wording to existing regulations.

The Kingsport Regional Planning Commission unanimously voted to send a positive recommendation to the Board of Mayor and Aldermen at their called meeting on June 17, 2024. In order to fully comply with FEMA requirements, we will hold a public hearing on this item during the second reading in July.

Attachments:

- 1. Ordinance
- 2. Track Changes Version of Code
- 3. Planning Commission Report

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

ORDINANCE NO.

CITY FLOODPLAIN ZONING ORDINANCE

AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF KINGSPORT, TENNESSEE CITY ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF KINGSPORT, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.

BE IT ORDAINED BY THE CITY OF KINGSPORT THAT SECTIONS 114-251 – 114-290 OF THE *KINGSPORT CODE OF ORDINANCES* BE AMENDED AS FOLLOWS.

ARTICLE I. <u>STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND</u> <u>OBJECTIVES</u>

Section A. <u>Statutory Authorization</u>

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, <u>Tennessee</u> <u>Code Annotated</u> delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Kingsport, Tennessee, Mayor and the Kingsport Board of Mayor and Aldermen, do ordain as follows:

Section B. <u>Findings of Fact</u>

- 1. The City of Kingsport, Tennessee, Mayor and its Board of Mayor and Aldermen wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
- 2. Areas of the City of Kingsport, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- 3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section C. <u>Statement of Purpose</u>

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

- 1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
- 2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
- 3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- 4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
- 5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Section D. <u>Objectives</u>

The objectives of this Ordinance are:

- 1. To protect human life, health, safety and property;
- 2. To minimize expenditure of public funds for costly flood control projects;
- 3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- 4. To minimize prolonged business interruptions;
- 5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
- 6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
- 7. To ensure that potential homebuyers are notified that property is in a floodprone area;
- 8. To maintain eligibility for participation in the NFIP.

ARTICLE II. <u>DEFINITIONS</u>

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

- 1. Accessory structures shall only be used for parking of vehicles and storage.
- 2. Accessory structures shall be designed to have low flood damage potential.

- 3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- 4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
- 5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

<u>"Appeal"</u> means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see "Special Flood Hazard Area".

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see "Structure".

<u>"Development"</u> means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

<u>"Emergency Flood Insurance Program"</u> or <u>"Emergency Program"</u> means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

"Exception" means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

<u>"Existing Construction"</u> means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see "Existing Construction".

<u>"Expansion to an Existing Manufactured Home Park or Subdivision"</u> means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding"

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1. The overflow of inland or tidal waters.
- 2. The unusual and rapid accumulation or runoff of surface waters from any source.
- 3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

<u>"Flood Insurance Study"</u> is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or "Floodprone Area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

<u>"Floodplain Management"</u> means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

<u>"Flood-related Erosion Area"</u> or <u>"Flood-related Erosion Prone Area"</u> means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

- 1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- 2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- 3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- 4. Individually listed on the City of Kingsport, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved Tennessee program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

"Letter of Map Change (LOMC)" means an official FEMA determination, by letter, that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

"Letter of Map Amendment (LOMA)" An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property or structure is not located in a special flood hazard area.

"Conditional Letter of Map Revision Based on Fill (CLOMR-F)" A determination that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

<u>"Letter of Map Revision Based on Fill (LOMR-F)"</u> A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In

order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

"Conditional Letter of Map Revision (CLOMR)" A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA, to revise the effective FIRM.

"Letter of Map Revision (LOMR)" Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

<u>"Lowest Floor"</u> means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929,

the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

<u>"New Manufactured Home Park or Subdivision"</u> means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see "Base Flood".

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

<u>"Reasonably Safe from Flooding"</u> means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

- 1. Built on a single chassis;
- 2. 400 square feet or less when measured at the largest horizontal projection;
- 3. Designed to be self-propelled or permanently towable by a light duty truck;
- 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

<u>"Regulatory Floodway"</u> means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

<u>"Regulatory Flood Protection Elevation</u>" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

<u>"Special Flood Hazard Area"</u> is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration affects the external dimensions of the building.

<u>"State Coordinating Agency"</u> the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

<u>"Structure"</u> for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Ordinance.

<u>"Violation"</u> means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

<u>"Water Surface Elevation"</u> means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE III. <u>GENERAL PROVISIONS</u>

Section A. <u>Application</u>

This Ordinance shall apply to all areas within the incorporated area of the City of Kingsport, Tennessee.

Section B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the City of Kingsport, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Number(s) 47073C0140D and 47073C0285D dated July 3, 2006, Panel Number(s) 47163C0030D, 47163C0035D, 47163C0040D, 47163C0045D, 47163C0055D, 47163C0060D, 47163C0065D, 47163C0070D, 47163C0210D, 47163C0230D, 47163C0235D, 47163C0245D, and 47163C0255D dated September 29, 2006, Panel Number 47073CIND0E dated June 6, 2024 and Panel Number(s) 47163CIND0B and 47163C0260E dated July 31, 2024, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

Section C. <u>Requirement for Development Permit</u>

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

Section D. <u>Compliance</u>

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

Section E. <u>Abrogation and Greater Restrictions</u>

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

Section F. <u>Interpretation</u>

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

Section G. <u>Warning and Disclaimer of Liability</u>

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Kingsport, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

Section H. <u>Penalties for Violation</u>

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute an offense and any person who violates this Ordinance or fails to comply with any of its requirements shall, upon adjudication thereof, pay a penalty of \$50.00 for each offense and all costs and expenses involved in the case. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Kingsport, Tennessee from taking such other lawful actions to prevent or remedy any violation.

ARTICLE IV. <u>ADMINISTRATION</u>

Section A. <u>Designation of Ordinance Administrator</u>

The city Building Official is hereby appointed as the Administrator to implement the provisions of this Ordinance.

Section B. <u>Permit Procedures</u>

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. <u>Application stage</u>

- a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- e. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
 - Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
 - A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
 - A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

2. <u>Construction Stage</u>

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development

permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. <u>Finished Construction Stage</u>

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

Section C. <u>Duties and Responsibilities of the Administrator</u>

Duties of the Administrator shall include, but not be limited to, the following:

- 1. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
- 2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- 3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
- 4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.

- 5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
- 6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
- 7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.
- 8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
- 9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- 10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of Kingsport, Tennessee FIRM meet the requirements of this Ordinance.
- 11. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
- 12. A final Finished Construction Elevation Certificate (the latest edition of the FEMA Elevation Certificate Form) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the

flood openings or vents. All photographs must be in color and measure at least 3" \times 3". Digital photographs are acceptable.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section A. <u>General Standards</u>

In all areas of special flood hazard, the following provisions are required:

- 1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- 2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
- 3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- 4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- 5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- 6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- 7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- 8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- 9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;
- 10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
- 11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;

- 12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
- 13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
- 14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

Section B. <u>Specific Standards</u>

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

1. <u>Residential Structures</u>

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

2. <u>Non-Residential Structures</u>

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures" Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. <u>Standards for Manufactured Homes and Recreational Vehicles</u>

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:

- 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
- 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).
- c. Any manufactured home, which has incurred "substantial damage" as the result of a flood, must meet the standards of Article V, Sections A and B.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - 1) Be on the site for fewer than 180 consecutive days;
 - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - 3) The recreational vehicle must meet all the requirements for new construction.

5. <u>Standards for Subdivisions and Other Proposed New Development Proposals</u>

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

Section C. <u>Standards for Special Flood Hazard Areas with Established Base Flood</u> <u>Elevations and With Floodways Designated</u>

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- 1. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data, using the same methodologies as in the effective Flood Insurance Study for Kingsport, Tennessee and certification thereof;
- 2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, floodway width or base flood discharge provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the the provisions of § 65.12.
- 3. ONLY if Article V, Section C, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section D. <u>Standards for Areas of Special Flood Hazard Zones AE with Established Base</u> Flood Elevations but Without Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

- 1. Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data using the same methodologies used in the effective Flood Insurance Study for Kingsport, Tennessee.
- 2. A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply

for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.

3. ONLY if Article V, Section D, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section E. <u>Standards for Streams without Established Base Flood Elevations and</u> Floodways (A Zones)

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

- 1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.
- 2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
- 3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
- 4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of Kingport, Tennessee. The engineering certification should be supported by technical data using the same methodologies used in the effective Flood Insurance Study for Kingsport, Tennessee.
- 5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V,

Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

Section F. <u>Standards For Areas of Shallow Flooding (Zone AO)</u>

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- 1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
- 2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(1) (c) and Article V, Section B(2).
- 3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section G. <u>Standards For Areas of Shallow Flooding (Zone AH)</u>

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section H. <u>Standards For Areas Protected by Flood Protection System (A-99 Zones)</u>

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

Section I. <u>Standards for Unmapped Streams</u>

Located within the City of Kingsport, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

- 1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
- 2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.
- 3. ONLY if Article V, Section I, provisions (1) and (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

ARTICLE VI. VARIANCE PROCEDURES

Section A. <u>City Board of Zoning Appeals</u>

1. <u>Authority</u>

The City of Kingsport, Tennessee Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. <u>Procedure</u>

Meetings of the City Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the City Board of Zoning Appeals shall be open to the public. The City Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the City Board of Zoning Appeals shall be set by the Board of Mayor and Aldermen.

3. <u>Appeals: How Taken</u>

An appeal to the City Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the City Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, the appellant shall pay the necessary fee, as established in the annual fee resolution adopted by the Board of Mayor and Aldermen. The Administrator shall transmit to the City Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The City Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than ten days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. <u>Powers</u>

The City Board of Zoning Appeals shall have the following powers:

a. <u>Administrative Review</u>

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

b. <u>Variance Procedures</u>

In the case of a request for a variance the following shall apply:

- 1) The City of Kingsport, Tennessee Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the City Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;
 - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

- g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the City Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.
- 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Section B. <u>Conditions for Variances</u>

- 1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
- 2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
- 3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
- 4. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

ARTICLE VII. <u>LEGAL STATUS PROVISIONS</u>

Section A. <u>Conflict with Other Ordinances</u>

In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the City of Kingsport, Tennessee, the most restrictive shall in all cases apply.

Section B. **Severability**

If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance which is not of itself invalid or unconstitutional.

Section C. **Effective Date**

This Ordinance shall become effective on July 26, 2024, in accordance with the Charter of the City of Kingsport, Tennessee, and the public welfare demanding it.

Approved and adopted by the City of Kingsport, Tennessee, Mayor and the Kingsport Board of Mayor and Aldermen.

Date

Mayor of Kingsport, Tennessee

Attest: City Recorder

Date of Public Hearing

1st Reading _____

2nd Reading _____

Date of Publication of Caption and Summary

DIVISION 5. FLOODPLAIN ZONING

Subdivision I. In General

Sec. 114-251. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory structure means a subordinate structure to the principal structure on the same lot and, for the purpose of this division, shall conform to the following:

- (1) Accessory structures shall only be used for parking of vehicles and storage.
- (2) Accessory structures shall be designed to have low flood damage potential.
- (3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- (4) Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
- (5) Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building.

Appeal means a request for a review of the local enforcement officer's interpretation of any provision of this division or a request for a variance.

Area of shallow flooding means a designated AO or AH zone on a community's flood insurance rate map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard. See Special flood hazard area.

Area of special flood-related erosion hazard means the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as zone E on the flood hazard boundary map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, zone E may be further refined.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one-percent annual chance flood.

Basement means any portion of a building having its floor subgrade (below ground level) on all sides.

Building. See Structure.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

Elevated building means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

Emergency flood insurance program or *emergency program* means the program as implemented on an emergency basis in accordance with section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

Erosion means the process of the gradual wearing away of land masses. This peril is not per se covered under the program.

Exception means a waiver from the provisions of this division which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this division.

Existing construction means any structure for which the start of construction commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

Existing structures. See Existing construction.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding

(A) means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.
- (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(B) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a sever storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood elevation determination means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

Flood hazard boundary map (FHBM) means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as zone A.

Flood insurance rate map (FIRM) means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

Flood insurance study means the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a special flood hazard and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood-related erosion means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

Flood-related erosion area or *flood-related erosion prone area* means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

Flood-related erosion area management means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

Floodplain or *floodprone area* means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

Historic structure means any structure that is:

- Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on the state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on the city <u>of Kingsport, Tennessee</u> inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved state program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

<u>Letter of Map Change (LOMC) means an official FEMA determination, by letter, that amends or revises an</u> <u>effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:</u>

(1) Letter of Map Amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property or structure is not located in a special flood hazard area

(2) Conditional letter of Map Revision Based on Fill (CLOMR-F) means a determination that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

(3) Letter of Map Revision Based on Fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA, to revise the effective FIRM.

(5) Letter of Map Revision (LOMR) is generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR official revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

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Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this division.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map means the flood hazard boundary map (FHBM) or the flood insurance rate map (FIRM) for a community issued by FEMA.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this division, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

National Geodetic Vertical Datum (NGVD), as corrected in 1929, means a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means any structure for which the start of construction commenced on or after the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the ordinance from which this division is derived or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

North American Vertical Datum (NAVD), as corrected in 1988, means a vertical control used as a reference for establishing varying elevations within the floodplain.

100-year flood. See Base flood.

Person includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies.

Reasonably safe from flooding means base floodwaters will not inundate the land or damage structures to be removed from the special flood hazard area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck;

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

<u>Regulatory Flood Protection Elevation means the "Base Flood Elevation" plus the "Freeboard." In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.</u>

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, zone A usually is refined into zone A, AO, AH, A1-30, AE or A99.

Special hazard area means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as zone A, AO, A1-30, AE, A99, or AH.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State coordinating agency means the state department of economic and community development's local planning assistance office the Tennessee Emergency Management Agency, State NFIP Office, as designated by the governor of the state at the request of FEMA to assist in the implementation of the NFIP for the state.

Structure, for purposes of this division, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds 50 percent of the market value of the structure before the start of construction of the initial improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to ensure safe living conditions and not solely triggered by an improvement or

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repair project or; (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Substantially improved existing manufactured home parks or subdivisions means the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Variance means a grant of relief from the requirements of this division.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this division is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

(Code 1998, § 114-320; Ord. No. 5414, § II, 6-20-2006; Ord. No. 5992, § I(art. II), 8-3-2010)

Sec. 114-252. Statutory authorization.

T.C.A. §§ 13-7-201 through 13-7-210 delegates the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. <u>Therefore, the City of Kingsport, Tennessee, Mayor and the Kingsport Board of Mayor and Aldermen, do ordain as follows:</u>

(Code 1998, § 114-316; Ord. No. 5414, § I(A), 6-20-2006; Ord. No. 5992, § I(art. I, § A), 8-3-2010)

Sec. 114-253. Findings of fact.

- (a) The city <u>of Kingsport, Tennessee, Mayor, and the Kingsport Board of Mayor and Aldermen</u> wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in title 44 of the Code of Federal Regulations (CFR), ch. 1, § 60.3.
- (b) Areas of the city of Kingsport, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (c) Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

(Code 1998, § 114-317; Ord. No. 5414, § I(B), 6-20-2006; Ord. No. 5992, § I(art. I, § B), 8-3-2010)

Sec. 114-254. Statement of purpose.

It is the purpose of this division to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This division is designed to:

(1) Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;

- (2) Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging and other development which may increase flood damage or erosion;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(Code 1998, § 114-318; Ord. No. 5414, § I(C), 6-20-2006; Ord. No. 5992, § I(art. I, § C), 8-3-2010)

Sec. 114-255. Objectives.

The objectives of this division are:

- (1) To protect human life, health, safety and property;
- (2) To minimize expenditure of public funds for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
- (6) To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
- (7) To ensure that potential homebuyers are notified that property is in a floodprone area;
- (8) To maintain eligibility for participation in the NFIP.

(Code 1998, § 114-319; Ord. No. 5414, § I(D), 6-20-2006; Ord. No. 5992, § I(art. I, § D), 8-3-2010)

Sec. 114-256. Conflict with other ordinances.

In case of conflict between this division or any part thereof, and the whole or part of any existing or future ordinance of the city the most restrictive shall in all cases apply.

(Code 1998, § 114-350.26; Ord. No. 5414, § VII(A), 6-20-2006; Ord. No. 5992, § I(art. VII, § A), 8-3-2010)

Sec. 114-257. Application.

This division shall apply to all areas within the incorporated area of the city of Kingsport, Tennessee.

(Code 1998, § 114-326; Ord. No. 5414, § III(A), 6-20-2006; Ord. No. 5992, § I(art. III, § A), 8-3-2010)

Sec. 114-258. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard within the city <u>of Kingsport, Tennessee</u> are identified by FEMA, in its flood insurance study (FIS) and flood insurance rate map (FIRM), Community Panel Number(s)-47073C0110D, 47073C0120D, 47073C0140D_and 47073C0285D dated July 3, 2006, <u>Panel Number(s)-and 47163C0020D</u>,

47163C0030D, 47163C0035D, 47163C0040D, 47163C0045D, 47163C0055D, 47163C0060D, 47163C0065D, 47163C0070D, 47163C0210D, 47163C0230D, 47163C0235D, 47163C0245D, 47163C0255D, 47163C0260D, dated September 29, 2006, Panel Number 47073CINDOE dated June 6, 2024 and Panel Number(s) 47163CINDOB and 47163C0260E dated July 31, 2024, along with all supporting technical data, are adopted by reference and declared to be a part of this division.

(Code 1998, § 114-327; Ord. No. 5414, § III(B), 6-20-2006; Ord. No. 5992, § I(art. III, § B), 8-3-2010)

Sec. 114-259. Requirement for development permit.

A development permit shall be required in conformity with this division prior to the commencement of any development activities.

(Code 1998, § 114-328; Ord. No. 5414, § III(C), 6-20-2006; Ord. No. 5992, § I(art. III, § C), 8-3-2010)

Sec. 114-260. Compliance.

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this division and other applicable regulations.

(Code 1998, § 114-329; Ord. No. 5414, § III(D), 6-20-2006; Ord. No. 5992, § I(art. III, § D), 8-3-2010)

Sec. 114-261. Abrogation and greater restrictions.

This division is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this division conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

(Code 1998, § 114-330; Ord. No. 5414, § III(E), 6-20-2006; Ord. No. 5992, § I(art. III, § E), 8-3-2010)

Sec. 114-262. Interpretation.

In the interpretation and application of this division, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the board of mayor and aldermen; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Code 1998, § 114-331; Ord. No. 5414, § III(F), 6-20-2006; Ord. No. 5992, § I(art. III, § F), 8-3-2010)

Sec. 114-263. Warning and disclaimer of liability.

The degree of flood protection required by this division is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This division shall not create liability on the part of the city <u>of Kingsport, Tennessee</u> or by any officer or employee thereof for any flood damages that result from reliance on this division or any administrative decision lawfully made hereunder.

(Code 1998, § 114-332; Ord. No. 5414, § III(G), 6-20-2006; Ord. No. 5992, § I(art. III, § G), 8-3-2010)

Sec. 114-264. Penalties for violation.

Violation of the provisions of this division or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute an offense and any person who violates this division or fails to comply with any of its requirements shall, upon adjudication therefor, pay a penalty of \$50.00 for each offense and all costs and expenses involved in the case, and each day such violation continues shall be considered a separate offense. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication, therefore, be fined as prescribed by Tennessee statues, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the city of Kingsport, Tennessee from taking such other lawful actions to prevent or remedy any violation.

(Code 1998, § 114-333; Ord. No. 5414, § III(H), 6-20-2006; Ord. No. 5992, § I(art. III, § H), 8-3-2010)

Secs. 114-265 Conflict with Other Ordinances-114-270. Reserved.

In case of conflict between this division or any part thereof, and the whole or part of nay existing or future ordinances of the City of Kingsport, Tennessee, the most restrictive shall in all cases apply.

Secs. 114-266 Severability

If any section, clause, provision, or portion of this division shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this division which is not of itself invalid or unconstitutional.

Secs. 114-267-114-270. Reserved.

Subdivision II. Administration

Sec. 114-271. Designation of administrator.

The city building official is hereby appointed as the administrator to implement the provisions of this division.

(Code 1998, § 114-341; Ord. No. 5414, § IV(A), 6-20-2006; Ord. No. 5992, § I(art. IV, § A), 8-3-2010)

Sec. 114-272. Permit procedures.

Application for a development permit shall be made to the administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

- (1) Application stage.
 - a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where base flood elevations are available, or to certain height above the highest adjacent grade when applicable under this division.
 - b. Elevation in relation to mean sea level to which any nonresidential building will be floodproofed where base flood elevations are available, or to certain height above the highest adjacent grade when applicable under this division.
 - c. A FEMA floodproofing certificate from a state-registered professional engineer or architect that the proposed nonresidential floodproofed building will meet the floodproofing criteria in sections 114-283 and 114-284.
 - d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
 - e. In order to determine if improvements or damage meet the Substantial Improvement Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - (1) An itemized cost of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimator.
 - (2) Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
 - (3) A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
 - (4) A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc.). In addition, the estimate must include the value of labor, including the value of the owner's labor.
- (2) Construction stage.
 - a. Within AE zones, where base flood elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a state-registered land surveyor and certified by same. The administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a nonresidential building, said certification shall be prepared by, or under the direct supervision of, a state-registered professional engineer or architect and certified by same.
 - b. Within approximate A zones, where base flood elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a nonresidential building, said certification shall be prepared by, or under the direct supervision of, a state-registered professional engineer or architect and certified by same.
 - c. For all new construction and substantial improvements, the permit holder shall provide to the administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

- d. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.
- (3) Finished Construction Stage

<u>A final Finished Construction Elevation Certificate is required after construction is completed and prior to</u> <u>Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain</u> <u>Administrator a certification of final as-built construction of the elevation of the referenced level and all attendant</u> <u>utilities. The Administrator will keep the certificate on file in perpetuity.</u>

(Code 1998, § 114-342; Ord. No. 5414, § IV(B), 6-20-2006; Ord. No. 5992, § I(art. IV, § B), 8-3-2010)

Sec. 114-273. Duties and responsibilities of the administrator.

Duties of the administrator shall include, but not be limited to, the following:

- (1) Review all development permits to ensure that the permit requirements of this division have been satisfied, and that proposed building sites will be reasonably safe from flooding.
- (2) Review proposed development to ensure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334.
- (3) Notify adjacent communities and the state department of economic and community development, local planning assistance office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
- (4) For any altered or relocated watercourse, submit engineering data/analysis within six months to FEMA to ensure accuracy of community FIRM's through the letter of map revision process.
- (5) Ensure that the flood-carrying capacity within an altered or relocated portion of any watercourse is maintained.
- (6) Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with section 114-272.
- (7) Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with section 114-272
- (8) When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a state-registered professional engineer or architect, in accordance with section 114-272
- (9) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this division Ordinance.
- (10) When base flood elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other sources, including data developed as a result of these regulations, as criteria for requiring that

new construction, substantial improvements, or other development in zone A on the city <u>of Kingsport,</u> <u>Tennessee</u> FIRM meet the requirements of this division.

- (11) Maintain all records pertaining to the provisions of this division in the office of the administrator and shall be open for public inspection. Permits issued under the provisions of this division shall be maintained in a separate file or marked for expedited retrieval within combined files.
- (12) A final Finished Construction Elevation Certificate (FEMA Form FF-206-FY-22-152, formerly 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide a least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measures at least 3"x3". Digital photographs are acceptable.

(Code 1998, § 114-343; Ord. No. 5414, § IV(C), 6-20-2006; Ord. No. 5992, § I(art. IV, § C), 8-3-2010)

Sec. 114-274. Board of zoning appeals; variance procedures.

- (a) *Authority.* The city of Kingsport, Tennessee board of zoning appeals shall hear and decide appeals and requests for variances from the requirements of this division.
- (b) Procedure. Meetings of the city board of zoning appeals shall be held at such times, as the board shall determine. All meetings of the city board of zoning appeals shall be open to the public. The city board of zoning appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the city board of zoning appeals shall be set by the legislative Board of Mayor and Aldermenbody.
- (c) Appeals, how taken. An appeal to the city board of zoning appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the administrator based in whole or in part upon the provisions of this division. Such appeal shall be taken by filing with the city board of zoning appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, the appellant shall pay the necessary fee, as established in the annual fee resolution adopted by the Board of Mayor and Aldermen. a fee of \$50.00 for the cost of publishing a notice of such hearings shall be paid by the appellant. The administrator shall transmit to the city board of zoning appeals all papers constituting the record upon which the appeal action was taken. The city board of zoning appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than ten days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.
- (d) Powers. The city board of zoning appeals shall have the following powers:

- (1) Administrative review. To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the administrator or other administrative official in carrying out or enforcement of any provisions of this division.
- (2) *Variance procedures.* In the case of a request for a variance the following shall apply:
 - a. The city <u>of Kingsport, Tennessee</u> board of zoning appeals shall hear and decide appeals and requests for variances from the requirements of this division.
 - b. Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this division to preserve the historic character and design of the structure.
 - c. In passing upon such applications, the city board of zoning appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this division, and:
 - 1. The danger that materials may be swept onto other property to the injury of others;
 - 2. The danger to life and property due to flooding or erosion;
 - 3. The susceptibility of the proposed facility and its contents to flood damage;
 - 4. The importance of the services provided by the proposed facility to the community;
 - 5. The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - 6. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - 7. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - 8. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - 9. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - 10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
 - d. Upon consideration of the factors listed above, and the purposes of this division, the city board of zoning appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this division.
 - e. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (e) *Conditions for variances.*
 - (1) Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in section 114-274.
 - (2) Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary

public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- (3) Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance (as high as \$25.00 for \$100.00) coverage, and that such construction below the base flood elevation increases risks to life and property.
- (4) The administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

(Code 1998, §§ 114-350.16, 114-350.17; Ord. No. 5414, § VI(A), (B), 6-20-2006; Ord. No. 5992, § I(art. VI, §§ A, B), 8-3-2010)

Note(s)—The provisions of this section shall apply exclusively to areas of special flood hazard within the city.

Secs. 114-275-114-282. Reserved.

Subdivision III. Provisions for Flood Hazard Reduction

Sec. 114-283. General standards.

In all areas of special flood hazard, the following provisions are required:

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- (2) Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces;
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (5) All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this division, shall meet the requirements of new construction as contained in this division;

- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this division, shall be undertaken only if said non-conformity is not further extended or replaced;
- (11) All new construction and substantial improvement proposals shall provide copies of all necessary federal and state permits, including section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 USC 1334;
- (12) All subdivision proposals and other proposed new development proposals shall meet the standards of section 114-284;
- (13) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
- (14) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

(Code 1998, § 114-350.1; Ord. No. 5414, § V(A), 6-20-2006; Ord. No. 5992, § I(art. V, § A), 8-3-2010)

Sec. 114-284. Specific standards.

In all areas of special flood hazard, the following provisions, in addition to those set forth in section 114-283, are required:

- (1) Residential structures. In AE zones where base flood elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "enclosures". Within approximate A zones where base flood elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three feet above the highest adjacent grade (as defined in section-<u>114-320114-251</u>). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior with the standards of this section.
- (2) Nonresidential structures. In AE zones, where base flood elevation data is available, new construction and substantial improvement of any commercial, industrial, or nonresidential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "enclosures". In approximate A zones, where base flood elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or nonresidential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three feet above the highest adjacent grade (as defined in section <u>114-320114-251</u>). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: Enclosures. Nonresidential buildings located in all A zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built

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with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A state-registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the administrator as set forth in section 114-272.

- (3) Enclosures. All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
 - a. Designs for complying with this requirement must either be certified by a state professional engineer or architect or meet or exceed the following minimum criteria.
 - 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - 2. The bottom of all openings shall be no higher than one foot above the finished grade;
 - 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
 - c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of section 114-284.
- (4) Standards for manufactured homes and recreational vehicles.
 - a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
 - b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1. In AE zones, with base flood elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one foot above the level of the base flood elevation; or
 - 2. In approximate A zones, without base flood elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three feet in height above the highest adjacent grade (as defined in section <u>114-320114-251</u>).
 - c. Any manufactured home, which has incurred substantial damage as the result of a flood, must meet the standards of sections 114-283 and 114-284.
 - d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
 - e. All recreational vehicles placed in an identified special flood hazard area must either:
 - 1. Be on the site for fewer than 180 consecutive days;

- 2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
- 3. The recreational vehicle must meet all the requirements for new construction.
- (5) *Standards for subdivisions and other proposed new development proposals.* Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.
 - a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
 - b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
 - c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
 - In all approximate A zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, include within such proposals base flood elevation data (See section 114-287).

(Code 1998, § 114-350.2; Ord. No. 5414, § V(B), 6-20-2006; Ord. No. 5992, § I(art. V, § B), 8-3-2010)

Sec. 114-285. Standards for special flood hazard areas with established base flood elevations and with floodways designated.

Located within the special flood hazard areas established in section 114-258 are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- (1) Encroachments are prohibited, including earthen fill material, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the cumulative effect of the proposed encroachments or new development shall not result in any increase in the water surface elevation of the base flood elevation, velocities, or floodway widths during the occurrence of a base flood discharge at any point within the community. A state-registered professional engineer must provide supporting technical data, using the same methodologies as in the effective flood insurance study for the city and certification, thereof.
- (2) New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of sections 114-273 and 114-274. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, floodway width or base flood discharge provided that the applicant first applies for a Conditional letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of subsection 65.12

(3) Only if section 114-285, provisions (1) through (2) are satisfied, then any new construction or substantial improvements shall comply with all other provisions of Subdivision III, Sections 114-283 and 114-284.

(Code 1998, § 114-350.3; Ord. No. 5414, § V(C), 6-20-2006; Ord. No. 5992, § I(art. V, § C), 8-3-2010)

Sec. 114-286. Standards for areas of special flood hazard zones AE with established base flood elevations but without floodways designated.

Located within the special flood hazard areas established in section 114-258, where streams exist with base flood data provided but where no floodways have been designated (zones AE), the following provisions apply:

- (1) No encroachments, including fill material, new construction and substantial improvements, shall be located within areas of special flood hazard, unless certification by a state-registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
- (2) New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of sections 114-283 and 114-284.
- (1) Require until a regulatory floodway is designated, that no new construction, substantial, or other development, including fill shall be permitted within Zone AE on the community's FIR, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data using the same methodologies used in the effective Flood Insurance Study for Kingsport, Tennessee.
- (2) A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Substantial requirements and fees shall be the responsibility of the applicant as established under the provisions of subsection 65.12
- (3) Only if Section 114-286, provisions (1) through (2) are satisfied, then any construction or substantial improvements shall comply with all other applicable flood hazard reduction provisions of Subdivision III, Sections 114-283 and 114-284.

(Code 1998, § 114-350.4; Ord. No. 5414, § V(D), 6-20-2006; Ord. No. 5992, § I(art. V, § D), 8-3-2010)

Sec. 114-287. Standards for streams without established base flood elevations and floodways (A zones).

Located within the special flood hazard areas established in section 114-258, where streams exist, but no base flood data has been provided and where a floodway has not been delineated, the following provisions shall apply:

(1) The administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from any federal, state, or other sources, including data developed as a result of these

(Supp. No. 4)

regulations (see subsection (2) of this section), as criteria for requiring that new construction, substantial improvements, or other development in approximate A zones meet the requirements of sections 114-283 and 114-284.

- (2) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, include within such proposals base flood elevation data.
- (3) Within approximate A zones, where base flood elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three feet above the highest adjacent grade (as defined in section <u>114-320114-251</u>). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in section 114-272. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of section 114-284.
- (4) Within approximate A zones, where base flood elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or 20 feet, whichever is greater, measured from the top of the stream bank, unless certification by a state-registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the city of Kingsport, Tennessee. The engineering certification should be supported by technical data using the same methodologies used in the effective Flood Insurance Study for Kingsport, Tennessee. that conforms to standard hydraulic engineering principles.
- (5) New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of sections 114-283 and 114-284. Within approximate A zones, require that those subsections of section 114-284 dealing with the alteration or relocation of a watercourse, ensuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

(Code 1998, § 114-350.5; Ord. No. 5414, § V(E), 6-20-2006; Ord. No. 5992, § I(art. V, § E), 8-3-2010)

Sec. 114-288. Standards for areas of shallow flooding (AO and AH zones).

Located within the special flood hazard areas established in section 114-258, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Subdivision III, Sections 114-283 and 114-284, all new construction and substantial improvements shall meet the following requirements: ; therefore, the following provisions, in addition to those set forth in sections 114-283 and 114-284, apply:

(1) All new construction and substantial improvements of residential and nonresidential buildings shall have the lowest floor, including basement, elevated to at least one foot above as many feet as the depth number specified on the FIRMs, in feet, above the highest adjacent grade. If no flood depth number is specified on the FIRM, the lowest floor, including basement, shall be elevated to at least three feet above the highest adjacent grade. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with standards of section 114-284. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the

highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.

- All new construction and substantial improvements of nonresidential buildings may be floodproofed in (2) lieu of elevation. The structure together with attendant utility and sanitary facilities must be floodproofed and designed watertight to be completely floodproofed to at least one foot above the flood depth number specified on the FIRM, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. If no depth number is specified on the FIRM, the structure shall be floodproofed to at least three feet above the highest adjacent grade. A state-registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this division and shall provide such certification to the administrator as set forth above and as required in accordance with section 114-272. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F (1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Section 114-272 (1)(c) and Section 114-284(2).
- (3) Adequate drainage paths shall be provided around slopes to guide floodwaters around and away from proposed structures.

(Code 1998, § 114-350.6; Ord. No. 5414, § V(F), 6-20-2006; Ord. No. 5992, § I(art. V, § F), 8-3-2010)

Sec. 114-289. Standards for Areas of Shallow Flooding (Zone AH)

Located within the Special Flood Hazard Areas established in Section 114-258, are areas designed as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone.

In addition to meeting the requirements of Subdivision III Sections 114-283 and 114-284, all new construction and substantial improvements shall meet the following requirements:

(1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 114-289290. Standards for areas protected by flood protection system (A-99 zones).

Located within the areas of special flood hazard established in section 114-258 are areas of the 100-year floodplain protected by a flood protection system but where base flood elevations have not been determined. Within these areas (A-99 zones) all provisions of sections 114-271 through 114-273 and subdivision III of this division shall apply.

(Code 1998, § 114-350.7; Ord. No. 5414, § V(G), 6-20-2006; Ord. No. 5992, § I(art. V, § G), 8-3-2010)

Sec. 114-290291. Standards for unmapped streams.

Located within the city <u>of Kingsport, Tennessee</u> are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

- (1) No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a state-registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the locality.
- (2) When a new flood hazard risk zone, and base flood elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with sections 114-271 through 114-273 and subdivision III of this division.
- (3) ONLY if Section 114-291, provisions (1) and (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Subdivision III Sections 114-283 and 114-284.

(Code 1998, § 114-350.8; Ord. No. 5414, § V(H), 6-20-2006; Ord. No. 5992, § I(art. V, § H), 8-3-2010)

Secs. 114-291292-114-297. Reserved.



Pending Transect Baselines

Floodplain Zoning Text Amendment

Property Information	City-wide			
Address				
Tax Map, Group, Parc	el			
Civil District				
Overlay District				
Land Use Designation				
Acres			_	
Existing Use		Existing Zoning		
Proposed Use		Proposed		
		Zoning		
Owner /Applicant Info	ormation			
Name: City staff initia mandated regulations	ted to comply with FEMA-		ing Chapter 114, Division 5, adopting the new model floodplain	
Address:		ordinance language as		
City:				
State:	Zip Code:			
Email:	·			
Phone Number:				
Planning Department	Recommendation			
(Approve, Deny, or De	efer)			
	nning Division recommends	conding a positivo ro	commendation to the	
01	f Mayor and Aldermen to app	01		
8-p 2			gest	
		-		
	Ken Weems	Date:	6/12/2024	
Planning Commis	ssion Action	Meeting Date:	6/17/2024	
Approval: Denial:		Reason for		
Demar:		Denial:		
Deferred:		Reason for		
2		Deferral:		
	IN	TENT		
To amend Zoning Chapter 114, Division 5, Floodplain Zoning by adopting the new				
model floodplain ordinance language as supplied by FEMA.				

Prepared by Kingsport Planning Department for the Called Kingsport Regional Planning Commission Meeting on June 17, 2024

History:

The City of Kingsport is a participant in the National Flood Insurance Program (NFIP) administered by the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA). The NFIP provides insurance to property owners, renters, and businesses impacted by flooding. In order to participate in the NFIP the city adopted Ordinance No. 5414 which established flood plain zoning, provisions for flood hazard reduction as well as other processes and procedures. The provisions of Ordinance 5414 were incorporated into Chapter 114, Article III, Division 5 of the Kingsport Code of Ordinances and have been amended over time to comply with provisions of the NFIP.

Presentation:

Earlier this year, FEMA completed a Flood Insurance Study (FIS) to identify needed changes to the Flood Insurance Rate Map based on flood hazard data. As a result of the FIS, Chapter 114, Article III, Division 5 of the Kingsport Code of Ordinances needs to be amended to update changes to Community Panels listed. FEMA has also drafted a new "model ordinance" that will bring our existing floodplain ordinance into compliance with updated FEMA standards. In general, these are minor changes that include new and updated definitions along with updated wording to existing regulations.

The proposed changes consists of the following (summarized below with a track changes edit page to follow):

- Community Panel Numbers updated.
- A definition for a mudslide and shore erosion.
- New definitions for a letter of map change (LOMC); a letter of map amendment (LOMA); a conditional letter of map revision based on fill (CLOMR-F); a letter of map revision based on fill (LOMR-F); a conditional letter of map revision (CLOMR); and a letter of map revision (LOMR).
- A definition for regulatory flood protection elevation and the state coordinating agency.
- New permit procedures during the application and construction phases.
- New requirement for a final Finished Construction Elevation Certificate.
- Further guidance on standards for special flood hazard areas with established base flood elevations and floodways designated.
- More detailed standards for areas of special flood hazard zones AE with established base flood elevation but without floodways designated.

Prepared by Kingsport Planning Department for the Called Kingsport Regional Planning Commission Meeting on June 17, 2024 • Reworded standards for areas of shallow flooding in AO and AH zones.

Upon adoption by the Board of Mayor and Aldermen the amended ordinance will be submitted to FEMA's Atlanta Regional Office for final approval.

The floodplain ordinance with changes highlighted follows on the next page. Staff recommends sending a positive recommendation to the Board in order to comply with the newly revised FEMA standards.



AGENDA ACTION FORM

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

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

Recommendation:

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 <u>accommodate the relocation of Blackheart Beauty Salon</u>. 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. Zoning Ordinance

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

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° 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° 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° 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° 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° 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° 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_____



AGENDA ACTION FORM

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

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

Recommendation:

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 <u>facilitate construction of a new single family residential development.</u> 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. Zoning Ordinance

	Y	Ν	0
Cooper			_
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

PRE-FILED CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG 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_____



AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

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

Recommendation:

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 <u>\$217,961,509</u>. This excludes the water, sewer, and grant project funds. Separate ordinances for these funds will be presented.

Attachments:

1. Ordinance

	Y	Ν	0
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%
	Actual	Estimated	Budget

DRUG FUND - 127	FY2023	FY 2024	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	Estimated	Budget
	FY2023	FY 2024	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	Estimated	Budget
	FY2023	FY 2024	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	Estimated	Budget
	FY2023	FY 2024	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	Estimated	Budget
	FY2023	FY 2024	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			2020
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	1 1 2020	1 2024	1 1 2020
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	Estimated	Budget
BATS MOUNTAIN COMMISSION FUND - 612	FY2023	FY 2024	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.

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

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:

	Debt	Principal	FY 2025	FY 2025
Bonded or Other Indebtedness	Authorized	Outstanding at	Principal	Interest
	and Unissued	June 30, 2024	Payment	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

	Debt	Principal	FY 2025	FY 2025
Bonded or Other Indebtedness	Authorized	Outstanding at	Principal	Interest
	and Unissued	June 30, 2024	Payment	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 <u>Pay and Classification Plan</u> at the budgeted salary fixed for that Class Title (position) by the <u>Pay Schedule and Wage Projections</u> 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 <u>Personnel Detail</u> 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 <u>Pay Schedule</u>.

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.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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



AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

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

Recommendation:

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

	Y	Ν	0
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	F12023	F1 2024	FT 2025
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)	ψ10,102,010	φ10,000,000	ψ10,200,000
Revenue: Investment Income	\$217,001	\$280,900	\$310,700
Other Financing Sources	Ψ217,001	Ψ200,000	<i>\\\</i> 010,700
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:

	Debt Princi		FY 2025	FY 2025
Bonded or Other Indebtedness	Authorized	Outstanding at	Principal	Interest
	and Unissued	June 30, 2024	Payment	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 <u>Pay and Classification Plan</u> at the budgeted salary fixed for that Class Title (position) by the <u>Pay Schedule and Wage Projections</u> 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 <u>Personnel Detail</u> 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 <u>Pay Schedule</u>.

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.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney



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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

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

Recommendation:

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

	Y	Ν	0
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:

	Debt	Principal	FY 2025	FY 2025
Bonded or Other Indebtedness	Authorized	Outstanding at	Principal	Interest
	and Unissued	June 30, 2024	Payment	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 <u>Pay and Classification Plan</u> at the budgeted salary fixed for that Class Title (position) by the <u>Pay Schedule and Wage Projections</u> 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 <u>Personnel Detail</u> 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 <u>Pay Schedule</u>.

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.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney



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

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

	Y	Ν	0
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:

Revenues		<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



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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

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

	Y	Ν	0
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.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney



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

Action Form No.: AF-162-2024 Work Session: June 3, 2024 First Reading: June 4, 2024 Final Adoption:June 18, 2024Staff Work By:John MorrisPresentation 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	Ν	0
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:

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

Public Law 93-380 Grant Project Fund - 142

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



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

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

	Y	Ν	0
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.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney



Consideration of a Budget Adjustment Ordinance for Various Funds in FY24

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-144-2024 Work Session: June 3, 2024 First Reading: June 4, 2024 Final Adoption:June 18, 2024Staff Work By:John MorrisPresentation By:Chris McCartt

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

General Fund

- Increases revenue budget by \$4,657,749 for a total of \$101,360,418 for FY 2024.
- Establishes \$3,100,000 from Fund Balance for one-time capital projects.
- Reduces allocation to Debt Service by \$2,000,000.
- Allocates \$6,812,786 to various projects.

General Projects-Special Revenue Fund

- Allocates \$3,805,916 to various projects for future use in FY25.
- Closes 10 projects.
- Allocates \$40,000 from the Bays Mountain Park Commission for the Farmstead Project (NC2413).

General Project Fund

- Allocates \$2,000,000 to the Street Resurfacing project (GP2400) for use in FY 2025.
- Allocates \$1,000,000 to the Library Improvement project (GP2300).
- Closes 3 projects.

Water & Sewer Funds

- Establishes \$998,068 from Water Fund Balance for one-time capital projects.
- Establishes \$2,600,000 from Sewer Fund Balance for one-time capital projects.

Various Project Funds

- Routine project cleanup in Water, Sewer, Stormwater, and Solid Waste Funds. Closes 3 projects.

Attachments:

1. Budget Ordinance

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman	_		
Phillips			
Shull			

Item X10.

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 Brickvard 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.

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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:			
General Fund: 110	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
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/Improvment 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
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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
110-0000-341.20-70 Senior Center Dues 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	1,000	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

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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: 1	<u>11</u>						
Demolition KHRA (NC2106)			<u>Budget</u>		r/(Decr)		v Budget
Revenues:		\$		\$	((= = = = = = = = = = = = = = = = = =	\$	~~ ~~~
111-0000-391.01-00 From General Fund			90,000		(1,500)		88,500
	Total:		90,000		(1,500)		88,500
Expenditures:		\$		\$		\$	
111-0000-601.20-23 Arch/Eng/Landscaping	Serv	Ψ	90,000	Ψ	(1,500)	Ψ	88,500
	Total:		90,000		(1,500)		88,500
Fire SCBA Equipment (NC2215)			Budget	Inc	r/(Decr)	Nov	v Budget
Revenues:		\$	Duugei	\$		\$	<u>v Buuget</u>
111-0000-331.95-00 American Rescue Plan A	Act	Ψ	464,625	Ψ	0	Ψ	464,625
111-0000-391.01-00 From General Fund			125,000		(2,600)		122,400
	Total:		589,625		(2,600)		587,025
			,				
Expenditures:		\$		\$		\$	
111-0000-601.90-04 Professional/Consultant			589,625		(2,600)		587,025
	Total:		589,625		(2,600)		587,025
<u>Archives Move/Demo (NC2230)</u> Revenues:		\$	<u>Budget</u>	<u>Inc</u> \$	r/(Decr)	<u>Nev</u> \$	v Budget
111-0000-332.02-10 TN Historical Commission	n	·	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
Expanditures		¢		\$		\$	
Expenditures: 111-0000-601.90-03 Improvements		Φ	217,146	Φ	(14,617)	Φ	202,529
	Total:		217,140 217,146		(14,617)		202,529 202,529
	i Ulal.		217,140		(14,017)		202,525

Fac Maint Old City Hall (NC2235) Revenues:		<u>E</u> \$	<u>Budget</u>	<u>Ind</u> \$	cr/(Decr)	<u>New</u> \$	<u>Budget</u>
111-0000-391.01-00 From General Fund			50,000		(21,345)		28,655
	Total:		50,000		(21,345)		28,655
Expenditures:		\$		\$		\$	
111-0000-601.90-03 Improvements			50,000		(21,345)		28,655
	Total:		50,000		(21,345)		28,655

Server Upgrades (NC2324)		B	udget	Incr	/(Decr)	New	Budget
Revenues:		\$		\$		\$	
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)		Budget	Incr/(Decr)	New Budget
Revenues:		\$	\$	\$
111-0000-391.01-00 From General Fund		934,288	42,52	9 976,817
	Total:	934,288	42,52	9 976,817
Expenditures:		\$	\$	\$
111-0000-601.90-03 Improvements		934,288	42,52	9 976,817
	Total:	934,288	42,52	9 976,817

Parking Lot Repaving (NC2211)	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
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)	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
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

<u>Brickyard Park Equipment (NC2219)</u> <u>Revenues:</u>		<u> </u> \$	<u>Budget</u>	<u>lr</u> \$	ncr/(Decr)	<u>Ne</u> \$	ew Budget
111-0000-331.95-00 American Rescue Plan A	ct		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:		\$	45 000	\$	0.040	\$	50.040
111-0000-601.90-04 Equipment	Tatal		45,000		8,849		53,849
	Total:		45,000		8,849		53,849
Greenbelt Landscaping (NC2227)		<u> </u>	<u>Budget</u>	<u>lr</u>	<u>ncr/(Decr)</u>	Ne	w Budget
Revenues:		\$		\$		\$	
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 S	001	\$	04 900	\$	4 000	\$	00 000
TTT-0000-601.20-23 Arch/Eng/Landscaping S	Total:		94,800 94,800		4,000 4,000		98,800 98,800
	Total.		34,000		4,000		30,000
Building Demolition (NC2313)		1	Budget	Ir	ncr/(Decr)	Ne	w Budget
Revenues:		\$	Buuget	\$		\$	
<u>Revenues:</u> 111-0000-391.01-00 From General Fund		-	159,643	\$	1,600,000	\$	1,759,643
	Total:	-		\$	1,600,000 1,600,000	\$	1,759,643 1,759,643
111-0000-391.01-00 From General Fund	Total:	\$	159,643	•		•	
	Total:	-	159,643	\$	1,600,000	\$	1,759,643
111-0000-391.01-00 From General Fund Expenditures:	Total: Total:	\$	<u>159,643</u> 159,643	•		•	
111-0000-391.01-00 From General Fund Expenditures:		\$	159,643 159,643 159,643	\$ <u>Ir</u>	1,600,000 1,600,000	\$ <u>Ne</u>	1,759,643 1,759,643
111-0000-391.01-00 From General Fund Expenditures: 111-0000-601.20-22 Construction Contracts TN Opioid Settlements (NC2420) Revenues:		\$	159,643 159,643 159,643 159,643 Budget	\$	1,600,000 1,600,000 1,600,000	\$	1,759,643 1,759,643 1,759,643 w Budget
Expenditures: 111-0000-601.20-22 Construction Contracts TN Opioid Settlements (NC2420)	Total:	\$	<u>159,643</u> 159,643 <u>159,643</u> 159,643 Budget 0	\$ <u>Ir</u>	1,600,000 1,600,000 1,600,000 <u>ncr/(Decr)</u> 220,982	\$ <u>Ne</u>	1,759,643 1,759,643 1,759,643 w Budget 220,982
111-0000-391.01-00 From General Fund Expenditures: 111-0000-601.20-22 Construction Contracts TN Opioid Settlements (NC2420) Revenues:		\$	159,643 159,643 159,643 159,643 Budget	\$ <u>Ir</u>	1,600,000 1,600,000 1,600,000	\$ <u>Ne</u>	1,759,643 1,759,643 1,759,643 ew Budget
111-0000-391.01-00 From General FundExpenditures: 111-0000-601.20-22 Construction ContractsTN Opioid Settlements (NC2420) Revenues: 111-0000-391.01-00 From General FundExpenditures:	Total:	\$	<u>159,643</u> 159,643 <u>159,643</u> 159,643 Budget 0	\$ <u>Ir</u>	1,600,000 1,600,000 1,600,000 <u>ncr/(Decr)</u> 220,982	\$ <u>Ne</u>	1,759,643 <u>1,759,643</u> 1,759,643 220,982
111-0000-391.01-00 From General Fund Expenditures: 111-0000-601.20-22 Construction Contracts TN Opioid Settlements (NC2420) Revenues: 111-0000-391.01-00 From General Fund	Total:	\$ \$ \$	<u>159,643</u> 159,643 <u>159,643</u> 159,643 Budget 0	\$ \$ \$	1,600,000 1,600,000 1,600,000 <u>ncr/(Decr)</u> 220,982	\$ <u>Ne</u> \$	1,759,643 1,759,643 1,759,643 w Budget 220,982

Senior Digital Literacy (NC2306)	<u>Budget</u>	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
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> </u>	<u>Budget</u>	<u>Ir</u>	ncr/(Decr)	Ne	ew Budget
Revenues:		\$		\$		\$	
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

<u>Leisure Services Projects (NC2331)</u> Revenues:		<u> </u> \$	<u>Budget</u>	<u>Inc</u> \$	<u>:r/(Decr)</u>	<u>Nev</u> \$	<u>v Budget</u>
111-0000-391.01-00 From General Fund		Ŧ	125,000	Ŧ	655,037	Ŧ	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)		E	Budget	Incr/(Decr)	New E	<u>Budget</u>
Revenues:		\$		\$	\$	
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)	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
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)		Budget	Incr/(Decr)	Ne	<u>w Budget</u>
Revenues:	\$		\$	\$	
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>	Incr/(Decr)	New Budget
Revenues:		\$	\$	\$
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)	Budget	-	ncr/(Decr)	New Budget
Revenues:	\$	\$		\$
311-0000-391.69-00 Visitors Enhancement Fund	200,000		(3,339)	196,661
Total:	200,000		(3,339)	196,661
Expenditures:	\$	\$		\$
311-0000-601.90-03 Improvements	200,000		(3,339)	196,661
Total:	200,000		(3,339)	196,661
<u>Greenbelt East Ext. PH. 1 (GP1529)</u>	<u>Budget</u>		Incr/(Decr)	New Budget
Revenues:	\$	\$		\$
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
Expenditures:	\$	\$		\$
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>		Incr/(Decr)	New Budget
Revenues:	\$	\$		\$
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
Expenditures:	\$	\$		\$
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
·	4 000 070		04	4 000 704

Total:

1,020,670

34

1,020,704

Fire-Facilities/Capital (GP2003)	Budget	Incr/(Decr)	New Budget
Revenues: 311-0000-331.95-00 American Rescue Plan Act	\$	\$ (11.120)	\$
311-0000-368.10-47 2014 A GO Bonds	223,028 132	(11,129) 0	211,899 132
311-0000-368.10-51 Series 2015 A (OCT) GO PI	37,076	0	37,076
311-0000-368.10-51 Series 2015 A (OCT) GO P1 311-0000-368.10-54 Series 2016 GO (NOV 4)	7,070	0	7,090
311-0000-368.10-54 Series 2018 GO (NOV 4) 311-0000-368.10-66 Series 2019 GO Improvment	894,356	0	894,356
311-0000-368.21-01 Premium From Bond Sale	88,346	0	88,346
311-0000-391.01-00 From General Fund	6,883	0	6,883
Total:	1,256,911	(11,129)	1,245,782
i otai.	1,230,911	(11,123)	1,243,702
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)	Budget	<u>Incr/(Decr)</u>	<u>New Budget</u> ♠
Revenues:	>	\$	\$
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)	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
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
Evnenditures	¢	¢	¢
Expenditures:	\$	\$ (18,120)	\$
311-0000-601.20-22 Construction Contracts	600,000	(18,130)	581,870

Total:

6,208

606,208

6,208

588,078

0

(18,130)

311-0000-601.40-41 Bond Sale Expense

<u>PW Facilities (GP2207)</u> Revenues:	<u>Budget</u> \$	<u>Incr/(Decr)</u> \$	<u>New Budget</u> \$
311-0000-368.10-66 Series 2019 GO Improvment	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 Total:	50,793 826,996	1,209 25,000	52,002 851,996
rota.	820,990	25,000	051,990
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)	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
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)	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
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		Budget	Inc	cr/(Decr)	Ne	ew Budget
Revenues:		\$	\$		\$	
411-0000-392.01-00 Fund Bal Appropriations		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:		<u> </u> \$	<u>Budget</u>	<u>lr</u> \$	ncr/(Decr)	<u>Ne</u> \$	ew Budget
412-0000-392.01-00 Fund Bal Appropriations			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

Water Project Fund: 451			
Meter Replacements (WA2008)	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
451-0000-391.05-48 GO Bonds Series 2018 B	404,600	0	404,600
451-0000-391.05-56 Series 2019 GO Improvment	2,595,400	0	2,595,400
451-0000-391.05-69 GO Bonds Series 2021	500,000	0	500,000
451-0000-391.05-71 DG8-2022-249 Meters	1,300,000	0	1,300,000
451-0000-391.45-00 From Water Fund	0	868,068	868,068
Total:	4,800,000	868,068	5,668,068
Expenditures:	\$	\$	\$
451-0000-605.20-22 Construction Contracts	406,311	450,702	857,013
451-0000-605.20-23 Arch/Eng/Landscaping Serv	71,310	58	71,368
451-0000-605.30-20 Operating Supplies & Tool	57,379	(20,834)	36,545
451-0000-605.90-03 Improvements	4,265,000	437,316	4,702,316
451-0000-605.90-23 New Meters	0	826	826
Total:	4,800,000	868,068	5,668,068

Facility Improvements (WA2302)	<u>Budget</u>	Incr/(Decr)	N	ew Budget
Revenues:	\$	\$	\$	
451-0000-391.45-00 From Water Fund	 100,000	130,00	0	230,000
Total:	100,000	130,00	0	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	130,00	0	220,500
Total:	100,000	130,00	0	230,000

WTP Intake Screen (WA2308)		Budget	Incr/(Decr)	New Budget
Revenues:		\$	\$	\$
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
Т	otal:	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
7	otal:	2,226,000	(678,000)	1,548,000

AMI Meter Purchase (WA2306)		Budget	Incr/(Decr)	New Budget
Revenues:		\$	\$	\$
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
7	fotal:	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
7	otal:	2,300,000	526,363	2,826,363

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Sewer Project Fund: 452				
SLS Improvements (SW2204)		Budget	Incr/(Decr)	New Budget
Revenues:		\$	\$	\$
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
Тс	otal:	1,286,400	400,000	1,686,400
Expenditures:		\$	\$	\$
452-0000-606.20-20 Professional/Consultant		40,000	0	40,000
452-0000-606.20-23 Arch/Eng/Landscaping Ser	·v	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
•	otal:	1,286,400	400,000	1,686,400
Maint Facility Imp (SW2402)		Budget	Incr/(Decr)	New Budget
Revenues:		\$	\$	\$
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
Тс	otal:	229,242	200,000	429,242
Expenditures:		\$	\$	\$
452-0000-601.90-03 Improvements		229,242	200,000	429,242
-	otal:	229,242	200,000	429,242
WWTP Headworks Improvements (SW2411)		Budget	Incr/(Decr)	New Budget
Revenues:		\$	\$	\$
		500,000	0	500,000
452-0000-391.05-72 GO Bonds Series 2023		,	0	300,000
452-0000-391.05-72 GO Bonds Series 2023 452-0000-391.42-00 From Sewer Fund		0	1,000,000	1,000,000
452-0000-391.42-00 From Sewer Fund	otal:		•	,
452-0000-391.42-00 From Sewer Fund	otal:	0	1,000,000	1,000,000
452-0000-391.42-00 From Sewer Fund To		0 500,000	1,000,000 1,000,000	1,000,000 1,500,000

Collection System Upgrades (SW2412)		Budge	<u>et</u>	Incr/(Decr)	New Budget
Revenues:		\$	\$		\$
452-0000-391.42-00 From Sewer Fund			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

<u>Reedy Creek Trunk Line (SW2205)</u>	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	32,401	0	32,401
452-0000-391.05-69 GO Bonds Series 2021	960,354	(215,866)	744,488
452-0000-391.42-00 From Sewer Fund	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)	<u>Budget</u>	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
452-0000-337-16-23 American Rescue Plan	1,246,650	0	1,246,650
452-0000-391.05-69 GO Bonds Series 2021	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	325,218	(41,149)	284,069
452-0000-606.90-04 Equipment	3,252,172	(411,494)	2,840,678
Total	: 3,577,390	(452,643)	3,124,747

Collection System Upgrades (SW2409)	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	32,610	668,509	701,119
452-0000-391.05-72 GO Bonds Series 2023	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	150,000	57,000	207,000
452-0000-601.90-03 Improvements	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)		B	<u>Sudget</u>	Incr	/(Decr)	New	v Budget
Revenues:		\$		\$		\$	
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
Expenditures:		\$		\$		\$	
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)	Budget	Inc	cr/(Decr)	Nev	v Budget
Revenues:	\$	\$		\$	
457-0000-391.95-00 Storm Water Fund	 313,493		(38,723)		274,770
Total:	313,493		(38,723)		274,770
Expenditures:	\$	\$		\$	
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)		B	udget	Inc	r/(Decr)	New	Budget
Revenues:		\$		\$		\$	
457-0000-391.95-00 Storm Water Fund			50,300		(50,300)		50,300
	Total:		50,300		(50,300)		50,300
Expenditures:		\$		\$		\$	
457-0000-622.20-20 Professional/Consultant			50,300		(50,300)		50,300
	Total:		50,300		(50,300)		50,300

Stormwater Permit Comp (ST2301)		Budge	<u>et In</u>	cr/(Decr)	New Budget	t
Revenues:		\$	\$		\$	
457-0000-337.16-23 American Rescue Plan		35,	493	0	35,493	3
457-0000-391.95-00 Storm Water Fund		5,	400	(1,850)	3,550	0
	Total:	40,	893	(1,850)	39,043	3
Expenditures:		\$	\$		\$	
457-0000-622.20-20 Professional/Consultant		40,	893	(1,850)	39,043	3
	Total:	40,	893	(1,850)	39,043	3

<u>Stormwater Master Plan (ST2302)</u> <u>Revenues:</u>		<u>E</u> \$	<u>Budget</u>	<u>Inc</u> \$	r/(Decr)	<u>New</u> \$	/ Budget
457-0000-337.16-23 American Rescue Plan 457-0000-391.95-00 Storm Water Fund			150,000 22,500		0 (5,000)		150,000 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 (ST24) Revenues: 457-0000-391.95-00 Storm Water Fund		<u></u>	Budget 0	<u>Inc</u> \$	r <u>/(Decr)</u> 95,873	<u>New</u> \$	<u>/ Budget</u> 95,873
Revenues:	01) Total:						
Revenues: 457-0000-391.95-00 Storm Water Fund Expenditures:			0		95,873		95,873
Revenues: 457-0000-391.95-00 Storm Water Fund		\$	0	\$	95,873	\$	95,873
Revenues: 457-0000-391.95-00 Storm Water Fund Expenditures:		\$	0 0	\$	95,873 95,873	\$	95,873 95,873

Account Number/Description:			
Solid Waste Project Fund: 455			
Demolition Landfill (DL2300)	<u>Budget</u>	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
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)	Budget	Incr/(Decr)	New Budget
Revenues:	\$	\$	\$
Revenues: 455-0000-391.05-30 2017 A GO Bonds	\$ 10,385	\$ 0	\$ 10,385
Revenues:	\$	\$	\$
Revenues: 455-0000-391.05-30 2017 A GO Bonds	\$ 10,385	\$ 0	\$ 10,385
Revenues: 455-0000-391.05-30 2017 A GO Bonds 455-0000-391.13-00 From Solid Waste Fund Total: Expenditures:	\$ 10,385 287,812	\$ 0 502	\$ 10,385 288,314
Revenues: 455-0000-391.05-30 2017 A GO Bonds 455-0000-391.13-00 From Solid Waste Fund <i>Total:</i>	\$ 10,385 287,812 298,197	\$ 0 502 502	\$ 10,385 288,314 298,699
Revenues: 455-0000-391.05-30 2017 A GO Bonds 455-0000-391.13-00 From Solid Waste Fund Total: Expenditures:	\$ 10,385 287,812 298,197 \$	\$ 0 502 502 \$	\$ 10,385 288,314 298,699 \$

Account Number/Description: Bays Mt Park Comm Fund: 612 Revenues:	\$ <u>Budget</u>	<u>In</u> \$	<u>cr/(Decr)</u>	<u>New Budge</u> \$	<u>et</u>
612-0000-392.01-00 Fund Bal Appropriations	57,000		40,000	97,00	00
Total	 57,000		40,000	97,00)0
Expenditures:	\$	\$		\$	
612-4804-481.70-35 To Gen Proj-Special Rev Fund	 0		40,000	40,00)0
Total	 0		40,000	40,00)0

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

<u>Consideration of an Ordinance to Amend the FY 2024 School Nutrition Services Fund</u> <u>Budget</u>

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

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

	Y	Ν	0
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

Revenues:	\$	\$		\$
147-0050-337-7114 USDA Commodities		0	196,657	196,657
147-0050-392-0100 Fund Balance Appropriations	598,16	1	320,000	918,161
Totals	598,16	1	516,657	1,114,818
Expenditures:	\$	\$		\$
147-7300-851-0422 Non-Inst. – Food Supplies	1,498,00	0	196,657	1,694,657
147-7350-851-0710 Non-Inst. – Food Serv. Equip.	598,16	1	300,000	918,161
Totals	2,096,16	1	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: _____

City of Kingsport, Tennessee, Ordinance No. _____, Page 1 of 1



AGENDA ACTION FORM

Consideration of a Resolution to Award the Bid of the Kingsport City Schools Nutrition Program Equipment to Trimark USA, LLC, and Authorizing the City Manager to Execute a Purchase Order for the Same

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-167-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:CommitteePresentation By:David Frye

Recommendation:

Approve the resolution.

Executive Summary:

The City of Kingsport for its Kingsport City Schools issued an Invitation to Bid for Kingsport City Schools Nutrition Program Equipment on May 15, 2024.

On May 30, 2024, the Procurement Manager accepted two bids submitted by Trimark USA, LLC, and Douglas Equipment for consideration. Based upon review of the bids, Trimark USA, LLC, is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired. It is in the best interest and advantage to purchase the nutrition program equipment from Trimark USA, LLC, at a total cost of \$256,780.75.

It is recommended that the Board of Mayor and Aldermen approve the award of the bid for Kingsport City Schools Nutrition Program Equipment to Trimark USA, LLC, for the not to exceed amount of \$256,780.75.

All expenditures from this award are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools.

The Board of Education approved this award on June 11, 2024.

Attachments:

Resolution Bid Tab

	Y	Ν	0
Cooper	_		_
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

Item XI1.

RESOLUTION NO.

A RESOLUTION AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO TRIMARK USA FOR FOODSERVICE EQUIPMENT FOR SCHOOL NUTRITION SERVICES AT VARIOUS SCHOOL LOCATIONS

WHEREAS, the city issued an Invitation to Bid for Kingsport City Schools Nutrition Program Equipment on May 15, 2024; and

WHEREAS, on May 30, 2024, the Procurement Manager accepted two bids submitted from Trimark USA, LLC, and Douglas Equipment for consideration; and

WHEREAS, based upon review of the bids, Trimark USA, LLC, is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired; and

WHEREAS, it is in the best interest and advantage to the city to purchase the nutrition program equipment listed in the invitation from Trimark USA, LLC, at a total cost of \$256,780.75; and

WHEREAS, this action was approved by the Board of Education on June 11, 2024; and

WHEREAS, funding for this equipment will come from the School Nutrition Services budget, which is a self-supporting department within Kingsport City Schools.

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 purchase order to Trimark USA LLC for the purchase of foodservice equipment by School Nutrition Services in the amount of \$256,780.75.

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 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

Item XI1.

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CITY OF KINGSPORT - BID OPENING MINUTES

DATE: May 30, 2024 TIME: 4:00 PM

415 Broad Street Kingsport, TN 37660 Phone: (423) 229-9400

PROJECT/ITEM: Kingsport City Schools Nutrition Program Equipment

ATTENDING: Brent Morelock, Procurement Manager; Sandra Sloan, Asst. Procurement Manager; Andy True, Asst. Superintendent, Schools

			Ven	dor
Delivery Address	Item	Description	Trimark USA, LLC	Douglas Equipment
Washington Elementary School	1	Serving Counter, Utility	\$15,578.47	\$14,917.85
1100 Bellingham Drive Kingsport,TN 37660		Hot Food Well Unit, Drop-In, Electric	\$3,958.84	\$3,642.88
Kingsport, IN 57660	2	Serving Counter, Utility	\$7,660.13	\$6,934.74
	2.1	Cold Shelf	\$7,204.18	\$6,963.13
	3	Flatware & Tray Cart	\$2,656.25	\$2,370.19
		Pass-Thru Heated Cabinet	\$22,104.89	\$24,435.45
	5	Pass-Thru Refrigerator	\$25,271.07	\$28,009.80
		Microwave Steamer Oven	\$5,083.77	\$4,913.67
Dobyns-Bennett High School	7	Food Processor/Benchtop/Countertop	\$1,142.16	\$1,060.16
800 East Center Street		Microwave Steamer Oven	\$5,083.77	\$4,913.67
Kingsport, Tn 37664	-	Hot Water Dispenser	\$4,351.10	\$3,919.85
		Work Table, Stainless Steel Top	\$2,171.07	\$1,582.81
Dobyns-Bennett High School		<u>^</u>		
STEM Area I Tribe Way		Reach-In Heated Cabinet	\$5,915.63	\$5,546.72
Kingsport, TN 37664 Iefferson Elementary School	12	Reach-In Display Refrigerator, 1 Section	\$6,211.83	\$5,884.30
2216 Westmoreland Avenue	14	Microwave Steamer Oven	\$5,083.77	\$4,913.67
Kingsport, TN 37664	14.1	Overshelf	\$2,848.87	\$2,222.35
Robinson Middle School 517 Jessee Street Kingsport, TN 37664	15	Milk Cooler	\$7,985.85	\$7,306.65
Palmer Early Learning Center 1609 Fort Henry Drive Kingsport, TN 37664	16	Convection Oven, Electric	\$10,248.85	\$8,782.11
lackson Elementary School 500 Jackson Street	17	Pass-Thru Heated Cabinet	\$15,914.23	\$16,234.14
Kingsport, TN 37660	18	Pass-Thru Refrigerator	\$17,163.88	\$17,546.14
ohnson Elementary School 1001 Ormond Drive	19	Microwave Steamer Oven Quantity: 2 each	\$10,023.79	\$9,827.34
Kingsport, TN 37664	19.1	Overshelf	\$3,698.73	\$2,904.60
Kennedy Elementary School 1500 Woodland Avenue Kingsport, TN 37665	20	Milk Cooler	\$5,593.73	\$4,635.31
Sevier Middle School 200 Wateree Street	21	Microwave Steamer Oven	\$5,083.77	\$4,913.67
Kingsport, TN 37660	22	Milk Cooler	\$9,041.71	\$7,748.53
Adams Elementary School	23	Microwave Steamer Oven	\$5,083.77	\$4,913.67
2727 Edinburgh Channel Road Kingsport, TN 37664	23.1	Overshelf	\$2,848.87	\$2,222.35
Singsport, 119 37004	24	Hot Water Dispenser	\$4,351.10	\$3,919.85
		Work Table, Stainless Steel Top	\$993.37	\$924.42
Roosevelt Elementary School	25	Microwave Steamer Oven	\$5,083.77	\$4,913.67
051 Lake Street	25.1	Overshelf	\$2,848.87	\$2,222.35
Kingsport, TN 37660		Hot Water Dispenser	\$4,351.10	\$3,919.85
D-B Excel		Microwave Steamer Oven	\$5,083.77	\$4,913.67
00 Clinchfield Street, Suite 220		Overshelf	\$3,698.74	\$2,904.61
Kingsport, TN 37660		Reach-In Refrigerator	\$6,972.53	\$6,140.57
		Reach-In Freezer	\$8,384.52	\$7,424.35
	29	Douglas Equipment Install:	ψ0,50τ.52	\$26,150.00
		Total	\$256 700 75	
		1 otal	\$256,780.75	\$272,699.09



AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Engineering Agreement with Hazen and Sawyer for Water Model Update and Master Plan Assistance

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-169-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Chad AustinPresentation By:Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Master planning is an essential part of our strategic plan in order to ensure capacity, avoid emergencies and plan for upcoming regulations. Our last master plan for the water system was completed in 2011. We are still working on many items in that plan but need to address some other items in order to keep the plan up to date. We would like to continue our master planning by working with the consultant who completed the previous master plan.

The Utilities Department is requesting to enter into an engineering agreement with Hazen and Sawyer to provide assistance for the following tasks as part of our master plan update:

- Water System Model Update use updated customer usage data and GIS updates to calibrate the City's systemwide water model. <u>This will allow us to strategically plan system improvements</u> <u>based on known possible developments and 20-year growth predictions</u>.
- Water Pump Station Condition Assessment visit all major water pump stations to <u>assess their</u> condition, review capacity information, risk of failure, and identify major improvements required <u>at each station</u>.
- LCRI (Lead & Copper Rule Improvements) Assistance perform a desktop corrosion control evaluation of the water treatment plant and distribution system to <u>ensure full compliance with</u> regulations.

City staff has reviewed the engineering agreement and <u>recommend awarding the contract to Hazen and</u> <u>Sawyer in the amount of \$276,000</u>. Funding is available in WA2409.

Attachments:

1. Resolution

2. Engineering	Agreement
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	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH HAZEN AND SAWYER FOR WATER MODEL UPDATE AND MASTER PLAN ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, master planning for the water system is an essential part of the city's strategic plan in order to ensure capacity, avoid emergencies and plan for upcoming regulations; and

WHEREAS, the city's last master plan for the water system was completed in 2011 by Hazen and Sawyer; and

WHEREAS, in order to keep the master plan up to date, the city needs to address the Water System Model Update, Water Pump Station Condition Assessment and LCRI (Lead & Copper Rule Improvements); and

WHEREAS, the city would like to continue master planning by working with Hazen and Sawyer who completed the previous master plan; and

WHEREAS, staff recommends entering into an engineering agreement with Hazen and Sawyer to provide assistance for the Water System Model Update, Water Pump Station Condition Assessment and LCRI (Lead & Copper Rule Improvements) Assistance; and

WHEREAS, the cost of the plan update will be \$276,000.00 and funding is available in WA2409.

Now therefore,

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

SECTION I. That the Engineering Agreement with Hazen and Sawyer, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, 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 Engineering Agreement with Hazen and Sawyer, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 18th day of June, 2024.

ATTEST:

PATRICK W. SHULL, MAYOR

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ATTACHMENT A

Scope of Work Water System Update and Master Plan Assistance

Background

The City of Kingsport (City) has requested an update to their existing WaterGEMS water system model in addition to condition assessment of approximately 14 water pump stations and assistance with compliance with the 2023 EPA Lead and Copper Rule Revisions (LCRR).

Summary of Work - Water System Model Update

The City of Kingsport manages a water system of approximately 40,000 customers and maintains a Bentley Systems WaterGEMS hydraulic model of the system. Hazen will utilize their current model, available GIS data, and operational data to update the model to best reflect the layout and operations of the current system. Use updated model to determine proper size of Edens View Tank. Prepare 20 year population projection to prepare for growth of system.

Summary of Work – Water Pump Station Condition Assessment

Hazen will visit all 14 of the water pump stations and provide an update to the current asset information for each and assess condition. Hazen will review capacity information, risk of failure, and identify major improvements required at each station. This information will be summarized in a technical memo with all field collected data, along with planning level budgets for improvements.

Summary of Work – LCRI Assistance

The City of Kingsport is currently working to fulfill the requirements of the LCRR including developing a Lead Service Line (LSL) Inventory that is due October 2024. Hazen will perform a desktop Corrosion Control Evaluation of the existing Water Treatment Plant and distribution system.

SCOPE OF SERVICES

Task 1.0 – Project Management

This scope of this task will include the general functions of maintaining a project on schedule and budget and delivering a project consistent to the standards of Hazen and the City of Kingsport.

A. Hazen will meet with the City to review the scope of project and collect existing data. Required data will include but is not limited to record drawings, survey, and any pertinent reports or documents. The Engineer will review the existing data and determine completeness to proceed with the project. After review, Hazen will make request for any additional data or information necessary to complete the services associated with the project.

- B. Hazen will hold a project kick off meeting with the key design leads and appropriate staff from the City. Project scope, schedule, budget, communication protocol and project roles and responsibilities will be discussed. For all meetings, Hazen will prepare a brief meeting summary, documenting key decisions and action items. Hazen will send a draft meeting summary to the project team for review. Comments will be incorporated, and final meeting summary sent to the team for the project record.
- C. Hazen will develop a project schedule and maintain the schedule throughout the project. The ENGINEER will develop meeting agendas and meeting minutes for scheduled meetings.

Task 2.1 – Water Model Update Scope of Services

- A. Update the current WaterGEMS model with latest water mains from City provided GIS.
- B. Update pressure zones to reflect current conditions.
- C. Add pressure reducing valves (PRV's), and other control valves, if missing from model.
- D. Hazen will update pump curves and controls for pumps and valves as needed with information provided from City staff and its SCADA system. Hazen will also work with staff to add any new developments within the original model since the last update.
- E. Update demand in model from water billing records.
- F. Hazen will compare the steady state model results to selected field test results at locations identified by Hazen and performed by City staff including pressure checks and fire flow tests. SCADA will be used to obtain tank levels and operation status of system pumps during the specific dates and times of field tests. If additional field testing is required to validate the model, Hazen will administer tests with the City's approval. This level of effort is estimated to include up to one week of on-site testing by Hazen staff.
- G. In addition to the steady-state simulations, extended period runs will be conducted to simulate current operational controls and to compare model results against observed measurements from SCADA including flow supplied by pump stations and levels at storage tanks.
- H. Update location of critical isolation valves. Information to be provided by City through Hydromax USA as it is available.
- I. Provide updated diagram of water system pressure zones from previous master plan.
- J. During the update of the water model, Hazen will evaluate the existing Edens View tank. This will include a desktop analysis of current demand for the tank's service area and tank turnover from historical SCADA tank level data. The evaluation will determine proper size of tank.

K. Prepare 20 year population projection to prepare for growth of system. To be based on available census data and provided zoning and land use plans. The City to assist with defining anticipated water system limits.

Upon completion of model updates and calibration, Hazen will prepare a technical memorandum to summarize the work performed and comparison of model results to field observed values for both steady state and extended period simulations.

DATA OR ASSISTANCE TO BE PROVIDED BY THE CITY

- 1. Provide a copy of the existing WaterGEMS model.
- 2. Provide a copy of their current GIS system including mains, valves, pump stations, ARV's, tanks.
- 3. Provide water system update plans for extensions or developments that are not currently included in the model.
- 4. Provide copies of existing record drawings for water, wastewater and storm water facilities to be impacted in the project area.
- 5. For the demand update, Hazen will require a point shapefile created by the City of all its water meters and with monthly consumption data from its billing records for the previous 12 months. This data will be used to allocate actual demand in the model. Different usage types (e.g. residential, commercial, wholesale, industrial, irrigation, etc.) will need to be part of the information in the shapefile so that Hazen can properly allocate demand and assign an appropriate diurnal pattern for extended period simulations. City will provide data from large user accounts to create separate diurnal patterns as necessary.
- 6. Provide AMI meter data as available for review of system demand if available.
- 7. Zoning and land use planning documents for population projections.
- 8. Timely reviews of submittals from the Consultant.

Task 2.2 – Water Pump Station Condition Assessment Scope of Services

- A. Hazen will visit each of the identified 14 water pump stations with the goal of creating a condition assessment of each. Current condition will be documented and recorded for evaluation.
- B. A minimum of one senior/experience process/mechanical lead and one electrical lead will visit each station. The team will perform visual and technical inspection of all assets, expected to be performed with the data collection task.
- C. Hazen will update the City's current asset inventory for each station and note any changes or deviations from current documentation and review current operation and maintenance procedures.

- D. Based on the site visits, Hazen will provide overall risk assessment scores to develop hierarchy of risk potential for ranking assets in order of rehabilitation or replacement urgency.
- E. Provide planning level budgets for repairs at each pump station.

Upon completion of site visits and data collection, Hazen will prepare a technical memorandum to summarize the findings at each pump station. Each pump station will have an updated asset inventory along with photo documentation and brief summary of potential upgrade projects. A risk score will also be assigned to each pump station.

DATA OR ASSISTANCE TO BE PROVIDED BY THE CITY

- 1. Provide copies of existing record drawings for each pump station.
- 2. Provide records of historical maintenance and upgrades for each station.
- 3. Provide pump manufacture and curve information for each.
- 4. Provide existing asset information for each pump station.
- 5. Provide available GIS files for the pump stations.

Task 2.3 – Desktop Corrosion Control Evaluation Scope of Services

The Scope of Work in this Task is to perform a proactive desktop corrosion control evaluation for the City's water system. Hazen will complete the following tasks:

- Task 2.3.1: Kickoff Meeting
- Task 2.3.2: Historical Water Quality Analyses
- Task 2.3.3: Lead and Copper Evaluation
- Task 2.3.4: Water Corrosivity Modeling
- Task 2.3.5 Optimal Corrosion Control Treatment Recommendation
- Task 2.3.6: Corrosion Control Treatment Recommendation Technical Memorandum
- Task 2.3.7: Corrosion Inhibitor Workshop

Through years of practical experience, Hazen has developed a comprehensive approach for evaluating corrosion control treatment for optimization and LCR compliance as shown in the figure below. Our approach is consistent with the latest Environmental Protection Agency (EPA) guidelines and industry best practices for corrosion control (Figure 1).

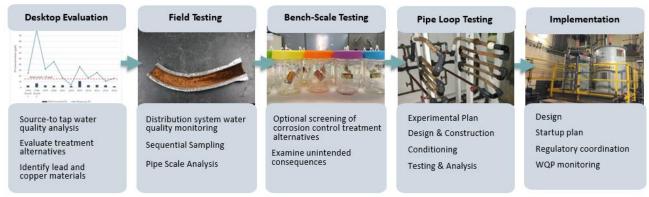


Figure 1. Overview of Technical Approach for Corrosion Control Evaluation

Desktop Corrosion Control Study Scope of Services:

Task 2.3.1 - Kickoff Meeting

Hazen will conduct a kickoff meeting to introduce the various team members and review the project scope and required deliverables. This meeting will also provide an opportunity for Hazen to work with City's staff to gather institutional knowledge on historical treatment and operation conditions. A data request will be provided, and any information received on plant operating and water quality data will be reviewed by Hazen prior to the meeting, as well as any available information regarding corrosion control efforts, lead and copper levels, and related sampling. Hazen will prepare an agenda for the kickoff meeting and will provide meeting minutes to distribute to attendees.

Task 2.3.1 Deliverables:

- Data Request
- Kickoff Workshop Agenda
- Kickoff Workshop Meeting Minutes

Task 2.3.2 – Historical Water Quality Analyses

Creating a holistic understanding of baseline water quality is the first step in evaluating corrosion. Systems must balance water quality objectives and achieve simultaneous compliance with multiple regulations affecting the distribution system. In the initial assessment, Hazen will work with the City's water treatment, operations, and transmission system staff to gather information and provide a fresh look at finished water quality. Baseline data on critical factors affecting lead and copper release will be requested, such as pH, alkalinity, chloride, sulfate, aluminum, conductivity, and free chlorine. It is assumed that available data will be provided by the City in a compiled and readily useable digital format, such as excel. We will also evaluate available historical water treatment

plant data, including finished water quality parameters. Hazen will analyze available distribution system water quality data to evaluate changes in water quality within the distribution system that could influence lead and copper corrosion. We will provide a detailed list of water quality parameters needed for the corrosion evaluation and work with City staff to ensure that all necessary data is provided.

Task 2.3.2 Deliverables:

- Summary Water Quality Analysis Table
- Historical Water Quality Analysis Charts

Task 2.3.3 – Lead and Copper Evaluation

Identifying sources of lead is a critical aspect of evaluating lead corrosion. Hazen will leverage existing knowledge of distribution materials and service lines through the City's Service Line Inventory. We will also collaborate with City staff to understand all potential sources of lead within City's service area, such as lead service lines, leaded solder, galvanized service lines, lead goosenecks, and leaded brass. This information is used to interpret historical lead concentrations and assist in decision-making for corrosion control.

To understand the potential for lead and copper corrosion in the system, Hazen will analyze historical lead and copper concentrations. While the LCR focuses on the 90th percentile lead and copper concentrations for compliance purposes, Hazen will analyze the full range of lead and copper levels and evaluate geospatial patterns of lead and copper concentrations in the distribution system. While a complete history of LCR compliance sampling data is preferred (back to the initial LCR compliance sampling in 1991), a minimum of 15 years of LCR data is requested.

Task 2.3.3 Deliverables:

- Lead and Copper Evaluation Graphs
- Map of Historical Lead and Copper Sampling Sites in Relation to Current Inventory Status

Task 2.3.4 – Water Corrosivity Modeling

Using the water quality and operating data obtained, Hazen will run desktop models to identify the corrosivity of the finished drinking water from the Kingsport water treatment plant on the South Fork of the Holston River. Analyses that will be run include the Rothberg Tamburini & Winsor model for calcium carbonate precipitation potential and

overall water corrosivity, and the chloride to sulfate mass ratio for galvanic corrosion. While research has shown that many water quality indices such as Langelier Saturation Index do not directly correspond to lead corrosion, Hazen will compute these indices to supplement our overall understanding of distribution system water quality and relative corrosivity of the Holston River water sources.

Task 2.3.4 Deliverables:

• Updated Table of Water Corrosivity Model Results.

Task 2.3.5 – Corrosion Control Treatment Recommendation

The critical interplay of corrosion control treatment, plant operations, and distribution system operations needs to be considered when optimizing treatment processes. This interaction necessitates a unique approach for optimizing corrosion control in each system. The results of the water quality analysis completed in Task 3 will be used to identify opportunities to improve corrosion control in accordance with 2016 EPA corrosion control guidance and the latest industry research. In developing corrosion control recommendations, Hazen will evaluate potential unintended consequences and secondary impacts of treatment changes. If a change in corrosion control strategy is recommended, Hazen will provide a plan for pilot testing and implementation.

Task 2.3.5 Deliverables:

• Summary of recommended treatment and/or operational changes to optimize corrosion control.

Task 2.3.6 – Final Technical Memorandum

Recommendations for optimal corrosion control will be presented in a final Technical Memorandum. A draft version will be submitted for review. A final presentation will be made to the City after comments are received and incorporated in a final version.

Task 2.3.6 Deliverables:

- Draft Optimal Corrosion Control Technical Memorandum
- Final Optimal Corrosion Control Technical Memorandum

Task 2.3.7 – Corrosion Control and Inhibitor Workshop

Hazen will facilitate a workshop with City to discuss the use of corrosion control inhibitors to optimize corrosion control. This workshop will include an overview of current corrosion control strategies being implemented in the City's systems and training materials to understand the proper use of pH/Alkalinity and inhibitor products to optimize corrosion control. Hazen corrosion control experts will evaluate current corrosion control practices being implemented within City systems and provide considerations for how current practices can be improved. The workshop will provide an opportunity for Hazen to answer any questions the City may have on current practices and research being completed on corrosion control processes.

Task 2.3.7 Deliverables:

- Workshop Agenda
- Corrosion Control and Inhibitor Training Presentation

DATA OR ASSISTANCE AND ASSUMPTIONS

- 1. All data will be provided in digital, electronic format. Manual transcription of data from hard copies of information will require additional effort and fees and will extend the project schedule.
- 2. No design, permitting or laboratory services are included.

TIME OF COMPLETION

<u>Task 2.1 – Water Model Update</u>: The updated water model shall be complete within four (4) months of delivery of all the required data. The final technical memorandum and results of the Edens Tank analysis shall be provided one (1) month after the delivery of the water model.

<u>Task 2.2 - Water Pump Station Condition Assessment</u>: The pump station condition assessment and final technical memorandum shall be complete within five (5) months of delivery of all the required data.

<u>Task 2.3 – Corrosion Control Evaluation</u>: The Corrosion Contral Analyss and final technical memorandum shall be complete within three (3) months of delivery of all the required data.

PAYMENT AND COMPENSATION

Invoicing for the work shall be monthly based on a percentage of work accomplished. A status report will accompany each progress billing.

Below is the fee breakdown by task item.

nagement lel Update p Station Condition Assessment orrosion Control Evaluation	Lump Sum Lump Sum Lump Sum Lump Sum	\$21,000 \$108,000 \$75,000 \$63,000
p Station Condition Assessment orrosion Control Evaluation	Lump Sum	\$75,000
orrosion Control Evaluation	1	. /
	Lump Sum	\$63,000
Field Work)	Lump Sum	\$9,000
Exceed)		\$276,000
`	o Exceed)	

BIDDING SERVICES	NOT INCLUDED
CONSTUCTION ADMINISTRATION SERVCIES	NOT INCLUDED
RESIDENT INSPECTION SERVICES	NOT INCLUDED
	BIDDING SERVICES CONSTUCTION ADMINISTRATION SERVCIES RESIDENT INSPECTION SERVICES



AGENDA ACTION FORM

Consideration of a Resolution to Award the Bid to Franklin Underground Utility Services, Inc., for the FY24 Collection System Upgrade Project and Authorize the Mayor to Sign all Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-173-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:P. GilmerPresentation By:R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on May 22, 2024, for the FY24 Collection System Upgrade project. This project consists of <u>replacement of existing sewer lines with 2,400 linear feet of 8-inch PVC, and all related appurtenances, in multiple locations.</u> The project shall be completed in 120 calendar days.

City staff has reviewed the bids and <u>recommend awarding the contract to the apparent low bidder</u>, <u>Franklin Underground Utility Services</u>, Inc., in the amount of \$1,394,423.80.

Base Bid:	\$1,394,423.80
Contingency (6%):	83,665.00
Engineering, Admin., Inspection (14%):	206,932.00
Total Project Costs:	<u>\$1,685,020.80</u>

Funds are available and identified in SW2409.

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Bid Tabulation
- 4. Location Map

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION AWARDING THE BID FOR THE FY 24 COLLECTION SYSTEM UPGADE PROJECT TO FRANKLIN UNDERGROUND UTILITY SERVICES, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened on May 22, 2024, for the FY24 Collection System Upgrade project; and

WHEREAS, the project consists of the replacement of existing sewer lines with 2,400 linear feet of 8-inch PVC, and all related appurtenances, in multiple locations. The project shall be completed in 120 calendar days; and

WHEREAS, upon review of the bids, the board finds Franklin Underground Utility Services, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and it is in the best interest and advantage to the city and the City of Kingsport desires to enter into an agreement with Franklin Underground Utility Services, Inc. at an estimated cost of \$1,394,423.80; and

WHEREAS, funding is available and identified in account SW2409.

Now therefore,

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

SECTION I. That the bid for the FY24 Collection System Upgrade Project, consisting of replacement of existing sewer lines with 2,400 linear feet of 8-inch PVC, and all related appurtenances, in multiple locations at an estimated cost of \$1,394,423.80, is awarded to Franklin Underground Utility Services, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING MINUTES May 22, 2024 4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Pamela Gilmer, Engineering

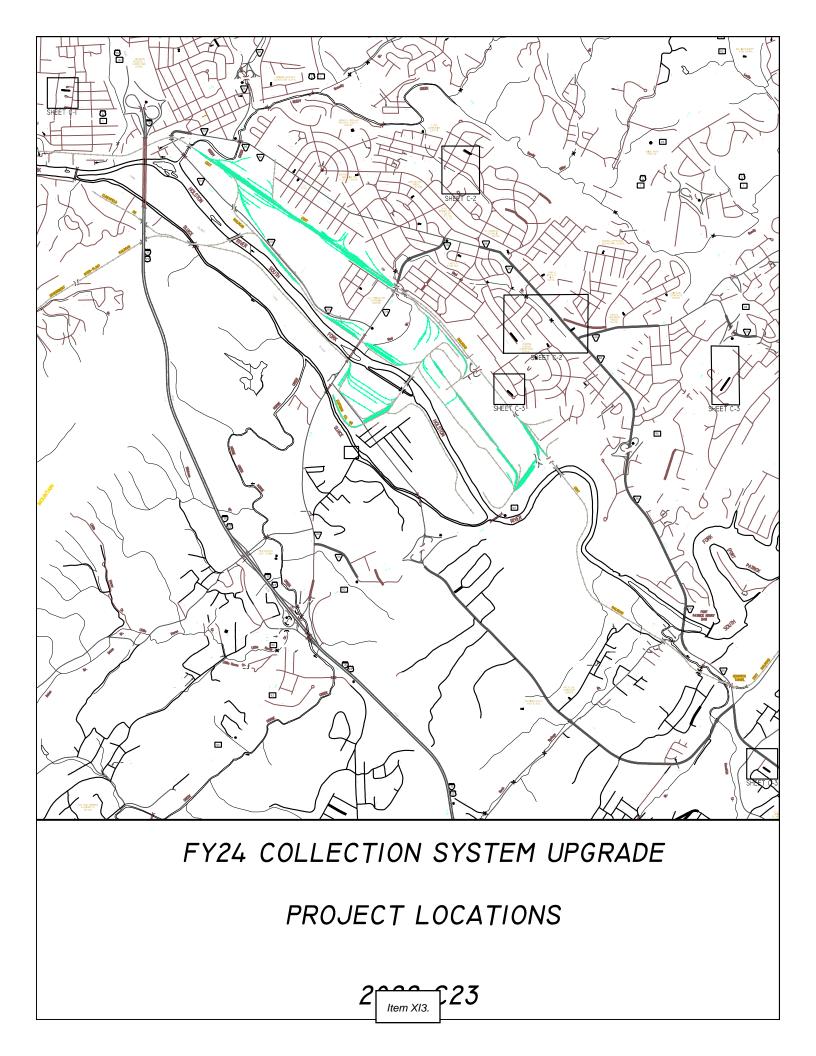
The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

FY24 Collection System Upgrade		
Vendor:	Total Cost:	
Franklin Underground Utility Services, Inc.	\$1,394,423.80	
Traxon Construction Inc.	\$3,040,470.00	

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

	1					CITY OF KINGSPORT ESTIMATE		_ F	FRANKLIN UNDERGROUND UTIL. SVCS., INC.		TRAXON CONSTRUCTION, INC.				
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION		UNIT COST		TOTAL COST		UNIT COST		TOTAL COST		UNIT COST	TOT.	AL COST
1	1_00	LS	Mobilization	\$	100,000 00	\$	100,000.00	\$	50,000 00	\$	50,000.00	\$	150,000 00	\$	150, <mark>000.00</mark>
2	1.00	LS	Traffic Control	\$	25,000.00	\$	25,000.00	\$	5,000 00	\$	5,000.00	\$	30,000 00	\$	<mark>30,000.0</mark> 0
3	3,175 00	CY	Solid Rock Excavation in Trench ALLOWANCE	\$	35.00	\$	111,125.00	\$	35.00	\$	111,125.00	\$	35.00	\$	111,125.00
4	1.00	LS	Clearing and Grubbing	\$	15,000.00	\$	15,000.00	\$	10,000.00	\$	10,000.00	\$	125,000.00	\$	125,000.00
5	3,960.00	TONS	Crushed Stone for Backfill	\$	37_41	\$	148,143.60	\$	12.63	\$	50,014.80	\$	37.00	\$	1 <mark>46,520.00</mark>
6	150 00	TONS	Asphalt Trench Repair (Binder) 4-Inches	\$	380 00	\$	57,000.00	\$	250 00	\$	37,500.00	\$	200 00	\$	30,000.00
7	56 00	TONS	Asphalt Driveway/Parking Lot Repairs (Surface) 3-Inches	\$	380 00	\$	21,280.00	\$	250,00	\$	14,000.00	\$	200_00	\$	11,200.00
8	867_00	SY	Concrete Driveway/Parking Lot/Roadway Repairs 6-Inches	\$	152.00	\$	131,784.00	\$	50.00	\$	43,350.00	\$	400 00	\$	346,800.00
9	2,400.00	٤F	Bypass Pumping	\$	15 00	\$	36,000.00	\$	4_16	\$	9,984.00	\$	30 00	\$	72,000.00
10	2,400,00	LF	8" Sewer SDR-35 PVC, Complete In Place	\$	125 00	\$	300,000.00	\$	390.00	\$	936,000.00	\$	600 00	\$ 1	,440,000.00
11	1 00	EA	Abandon 8" Sewer Line by Cut and Plug	\$	2,500,00	\$	2,500.00	\$	500,00	\$	500.00	\$	10,000.00	\$	10,000.00
12	17 00	EA	Sewer Service Lateral, Dig and Replace, Install Cleanout	\$	5,000.00	\$	85,000.00	\$	1,500.00	\$	25,500.00	\$	8,000 00	\$	136,000.00
13	1_00	EA	Standard Sewer Manholes	\$	7,500.00	\$	7,500.00	\$	10,000.00	\$	10,000.00	\$	17,600 00	\$	17,600.00
14	9 00	VF	Extra Depth Manhole	\$	200,00	\$	1,800.00	\$	1,000 00	\$	9,000.00	\$	15,000 00	\$	135,000.00
15	1 00	EA	Sewer Manhole Repairs	\$	1,750.00	\$	1,750.00	\$	5,000_00	\$	5,000.00	\$	10,000 00	\$	10,000.00
16	138 00	LF	12" Dual-Wall Corrugated HDPE Storm Pipe Installed, Complete In Place	; \$	75 00	\$	10,350.00	\$	100.00	\$	13,800.00	\$	300 00	\$	<mark>41,400.00</mark>
17	2 00	ΕA	Standard Storm Sewer Manholes	\$	7,500 00	\$	15,000.00	\$	6,000 00	\$	12,000.00	\$	20,000-00	\$	40,000.00
18	13.00	VF	Extra Depth Storm Sewer Manhole	\$	200.00	\$	2,600.00	\$	1,000,00	\$	13,000.00	\$	12,000 00	\$	156,000.00
19	550 00	SF	Concrete Sidewalks (4") W/ 2" Type A Base, Grading D (TDOT 303-01)	\$	45.00	\$	24,750.00	\$	25.00	\$	13,750.00	\$	45.00	\$	24,750.00
20	70 00	LF	6" Curb	\$	70.00	\$	4,900.00	\$	70.00	\$	4,900.00	\$	140 00	\$	9,800.00
21	1 00	LS	Seeding with Mulch	\$	7,000.00	\$	7,000.00	\$	10,000 00	\$	10,000.00	\$	10,000 00	\$	10, <mark>000.0</mark> 0
22	1 00	LS	Soil & Erosion Control	\$	8,000 00	\$	8,000.00	\$	10,000 00	\$	10,000.00	\$	10,000.00	\$	<mark>10,000.0</mark> 0
			Project Total:	:		S	1,116,482.60			\$	1,394,423.80			\$ 3	,063,195.00





AGENDA ACTION FORM

Consideration of a Resolution to Authorize the City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2013

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-115-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:J. A. Gilliam, K. GilmorePresentation By:Lisa Winkle

Recommendation:

Approve the Resolution.

Executive Summary:

A reconciliation has been made of the taxes assessed for Tax year 2013. This includes not only ad valorem tax on real property; but also personal property taxes as well as taxes on State Assessed Properties. Tax Accounts which are in Bankruptcy are also included. Unpaid Taxes on tangible and intangible business property are not turned over to the Clerk & Master to be included in the Delinquent Tax litigation process.

The failure of a business entity to file a personal property schedule results in a forced assessment, which can continue for years in the event that the business fails to notify the Assessor that the business terminated, was sold or relocated outside the City. The Office of State Assessed Properties is the agency which conducts assessments of property taxes on certain classes of what are referred to as public utilities, which include more than privately owned telephone (including wireless), gas and electric (including transmission), and railroad companies - it also includes motor carriers and private carriers and some other classes. Any such company that fails to file an Ad Valorem Tax Report to the Office of State Assessed Properties receives a Forced Assessment, which can continue over a number of years in the event that the company has failed to file a final return reporting that it is no longer operating in Tennessee. These entities do not necessarily maintain a physical office in the City or even Tennessee.

Each year as part of the final accounting, an adjustment is made to recognize uncollectible receivables. For the Fiscal Year ending June 30, 2024, the total ad valorem tax on real property that meets such criteria represents 0.16% of the total tax levy. Conversely, 99.84% of the tax levy has been collected. Reconciliation has been made of all tax receivables, estimated uncollectible and deferred revenue accounts and it is recommended that this adjustment in the amount of \$56,726.61 be made.

Attachments:

- 1. Resolution
- 2. Tax List

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2024 FOR THE TAX YEAR 2013 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

WHEREAS, reconciliation has been made of the real, personal, and public utility property tax receivables, estimated uncollectible and deferred revenue accounts, and it is recommended that an adjustment to the final accounting be made; and

WHEREAS, the adjusted real, personal and public utility property tax levy for the tax year 2013 was \$35,075,090.00; and

WHEREAS, of that amount, a total of \$56,726.61 has not been collected; and

WHEREAS, as part of the final accounting, an adjustment needs to be made to recognize uncollectible receivables.

Now therefore,

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

SECTION I. That the City Recorder is hereby authorized to reconcile and adjust delinquent real, personal, and public utility property tax receivables in Fiscal Year 2024 in the amount of \$56,726.61 for tax year 2013.

SECTION II. That the City Recorder and Mayor are authorized and directed to execute any pleadings necessary and proper for the delinquent tax collection lawsuit and all other documents necessary and proper to effectuate the purpose of the reconciliation.

SECTION III. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY, CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, CITY ATTORNEY

Item XI4.

ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
60949	\$350.00	\$0.00	(\$350.00)	\$6.79	\$0.00	(\$6.79)	00S
174253	\$3,675.00	\$0.00	(\$3,675.00)	\$71.30	\$0.00	(\$71.30)	00S
50427	\$12,100.00	\$0.00	(\$12,100.00)	\$234.74	\$0.00	(\$234.74)	00S
161997	\$550.00	\$0.00	(\$550.00)	\$10.67	\$0.00	(\$10.67)	00S
59415	\$150.00	\$0.00	(\$150.00)	\$2.91	\$0.00	(\$2.91)	00S
159659	\$4,575.00	\$0.00	(\$4,575.00)	\$88.76	\$0.00	(\$88.76)	00S
159661	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	00S
159663	\$1,350.00	\$0.00	(\$1,350.00)	\$26.19	\$0.00	(\$26.19)	00S
60971	\$1,475.00	\$0.00	(\$1,475.00)	\$28.62	\$0.00	(\$28.62)	00S
159671	\$1,675.00	\$0.00	(\$1,675.00)	\$32.50	\$0.00	(\$32.50)	00S
61021	\$10,725.00	\$0.00	(\$10,725.00)	\$208.07	\$0.00	(\$208.07)	00S
51313	\$1,325.00	\$0.00	(\$1,325.00)	\$25.71	\$0.00	(\$25.71)	00S
51453	\$1,050.00	\$0.00	(\$1,050.00)	\$20.37	\$0.00	(\$20.37)	00S
76917	\$500.00	\$0.00	(\$500.00)	\$9.70	\$0.00	(\$9.70)	00S
76919	\$2,325.00	\$0.00	(\$2,325.00)	\$45.11	\$0.00	(\$45.11)	00S
61219	\$825.00	\$0.00	(\$825.00)	\$16.01	\$0.00	(\$16.01)	00S
61301	\$7,150.00	\$0.00	(\$7,150.00)	\$138.71	\$0.00	(\$138.71)	00S
51571	\$1,325.00	\$0.00	(\$1,325.00)	\$25.71	\$0.00	(\$25.71)	00S
61351	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	00S
51721	\$9,100.00	\$0.00	(\$9,100.00)	\$176.54	\$0.00	(\$176.54)	00S
59509	\$6,275.00	\$0.00	(\$6,275.00)	\$121.74	\$0.00	(\$121.74)	00S
77251	\$2,550.00	\$0.00	(\$2,550.00)	\$49.47	\$0.00	(\$49.47)	00S
132575	\$4,975.00	\$0.00	(\$4,975.00)	\$96.52	\$0.00	(\$96.52)	00S
58893	\$900.00	\$0.00	(\$900.00)	\$17.46	\$0.00	(\$17.46)	00S
58899	\$1,000.00	\$0.00	(\$1,000.00)	\$19.40	\$0.00	(\$19.40)	00S
54051	\$3,050.00	\$0.00	(\$3,050.00)	\$59.17	\$0.00	(\$59.17)	00S
145725	\$1,825.00	\$0.00	(\$1,825.00)	\$35.41	\$0.00	(\$35.41)	00S
77471	\$1,425.00	\$0.00	(\$1,425.00)	\$27.65	\$0.00	(\$27.65)	00S
54297	\$1,350.00	\$0.00	(\$1,350.00)	\$26.19	\$0.00	(\$26.19)	00S
54299	\$1,350.00	\$0.00	(\$1,350.00)	\$26.19	\$0.00	(\$26.19)	00S
77479	\$625.00	\$0.00	(\$625.00)	\$12.13	\$0.00	(\$12.13)	005
54165	\$8,950.00	\$0.00	(\$8,950.00)	\$173.63	\$0.00	(\$173.63)	005
54047	\$950.00	\$0.00	(\$950.00)	\$18.43	\$0.00	(\$18.43)	005
77511	\$1,350.00	\$0.00	(\$1,350.00)	\$26.19	\$0.00	(\$26.19)	005
77547	\$25.00	\$0.00	(\$25.00)	\$0.49	\$0.00	(\$0.49)	005
77645	\$250.00	\$0.00	(\$250.00)	\$4.85	\$0.00	(\$4.85)	005
58889	\$1,800.00	\$0.00	(\$1,800.00)	\$34.92	\$0.00	(\$34.92)	005
48633	\$1,700.00	\$0.00	(\$1,700.00)	\$32.98	\$0.00	(\$32.98)	005
61703	\$14,825.00	\$0.00	(\$14,825.00)	\$287.61	\$0.00	(\$287.61)	005
138007	\$450.00	\$0.00	(\$450.00)	\$8.73	\$0.00	(\$8.73)	005
138009	\$450.00	\$0.00	(\$450.00)	\$8.73	\$0.00	(\$8.73)	005
166813	\$2,525.00	\$0.00	(\$2,525.00)	\$48.99	\$0.00	(\$48.99)	005
48495	\$5,975.00	\$0.00	(\$5,975.00)	\$115.92	\$0.00	(\$48.99)	005
59545	\$2,200.00	\$0.00	(\$2,200.00)	\$113.92	\$0.00	(\$113.92)	003
48505	\$14,450.00	\$0.00	(\$14,450.00)	\$280.33	\$0.00	(\$42.08)	005
59559	\$3,025.00	\$0.00	(\$3,025.00)	\$280.55	\$0.00	(\$280.53)	003
92355	\$6,500.00	\$0.00	(\$6,500.00)	\$126.10	\$0.00 \$0.00	(\$58.69) (\$126.10)	005
92355	\$1,475.00	\$0.00	(\$0,300.00)	\$126.10			005
48071	\$1,475.00	\$0.00	(\$1,475.00)		\$0.00	(\$28.62)	005
62049	\$3,375.00	\$0.00	(\$3,375.00)	\$65.48 \$24.25	\$0.00	(\$65.48)	005
47535	\$1,250.00	\$0.00		\$24.25	\$0.00	(\$24.25)	
47000	φ∠2,075.00	ΦU.UQ	(\$22,875.00)	\$443.78	\$0.00	(\$443.78)	00S



ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
62619	\$12,400.00	\$0.00	(\$12,400.00)	\$240.56	\$0.00	(\$240.56)	00S
59679	\$700.00	\$0.00	(\$700.00)	\$13.58	\$0.00	(\$13.58)	00S
59145	\$25.00	\$0.00	(\$25.00)	\$0.49	\$0.00	(\$0.49)	00S
43087	\$15,850.00	\$0.00	(\$15,850.00)	\$307.49	\$0.00	(\$307.49)	00S
59073	\$2,400.00	\$0.00	(\$2,400.00)	\$46.56	\$0.00	(\$46.56)	00S
59369	\$1,525.00	\$0.00	(\$1,525.00)	\$29.59	\$0.00	(\$29.59)	00S
58939	\$2,100.00	\$0.00	(\$2,100.00)	\$40.74	\$0.00	(\$40.74)	00S
64599	\$1,900.00	\$0.00	(\$1,900.00)	\$36.86	\$0.00	(\$36.86)	00S
64705	\$200.00	\$0.00	(\$200.00)	\$3.88	\$0.00	(\$3.88)	00S
46351	\$21,000.00	\$0.00	(\$21,000.00)	\$407.40	\$0.00	(\$407.40)	00S
64767	\$2,850.00	\$0.00	(\$2,850.00)	\$55.29	\$0.00	(\$55.29)	00S
3555	\$10,525.00	\$0.00	(\$10,525.00)	\$204.19	\$0.00	(\$204.19)	00S
3371	\$12,700.00	\$0.00	(\$12,700.00)	\$246.38	\$0.00	(\$246.38)	00S
66447	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	00S
3417	\$9,150.00	\$0.00	(\$9,150.00)	\$177.51	\$0.00	(\$177.51)	00S
66979	\$475.00	\$0.00	(\$475.00)	\$9.22	\$0.00	(\$9.22)	00S
6739	\$5,050.00	\$0.00	(\$5,050.00)	\$97.97	\$0.00	(\$97.97)	00S
67349	\$12,725.00	\$0.00	(\$12,725.00)	\$246.87	\$0.00	(\$246.87)	00S
67633	\$1,725.00	\$0.00	(\$1,725.00)	\$33.47	\$0.00	(\$33.47)	00S
58947	\$250.00	\$0.00	(\$250.00)	\$4.85	\$0.00	(\$4.85)	00S
58951	\$250.00	\$0.00	(\$250.00)	\$4.85	\$0.00	(\$4.85)	005
58953	\$1,125.00	\$0.00	(\$1,125.00)	\$21.83	\$0.00	(\$21.83)	005
1243	\$9,600.00	\$0.00	(\$9,600.00)	\$186.24	\$0.00	(\$186.24)	005
11927	\$10,750.00	\$0.00	(\$10,750.00)	\$208.55	\$0.00	(\$208.55)	005
11505	\$1,025.00	\$0.00	(\$1,025.00)	\$19.89	\$0.00	(\$19.89)	005
71273	\$11,675.00	\$0.00	(\$11,675.00)	\$226.50	\$0.00	(\$226.50)	005
11565	\$16,700.00	\$0.00	(\$16,700.00)	\$323.98	\$0.00	(\$323.98)	005
11579	\$10,325.00	\$0.00	(\$10,325.00)	\$200.31	\$0.00	(\$200.31)	005
71301	\$8,825.00	\$0.00	(\$8,825.00)	\$171.21	\$0.00	(\$171.21)	005
11547	\$9,100.00	\$0.00	(\$9,100.00)	\$176.54	\$0.00	(\$176.54)	005
9407	\$20,175.00	\$0.00	(\$20,175.00)	\$391.40	\$0.00	(\$391.40)	005
142403	\$125.00	\$0.00	(\$125.00)	\$2.43	\$0.00	(\$2.43)	005
60113	\$625.00	\$0.00	(\$625.00)	\$12.13	\$0.00	(\$12.13)	005
72795	\$225.00	\$0.00	(\$225.00)	\$4.37	\$0.00	(\$4.37)	005
142425	\$375.00	\$0.00	(\$375.00)	\$7.28	\$0.00	(\$7.28)	005
17469	\$10,625.00	\$0.00	(\$10,625.00)	\$206.13	\$0.00	(\$206.13)	005
73231	\$6,625.00	\$0.00	(\$6,625.00)	\$128.53	\$0.00	(\$128.53)	005
73843	\$19,175.00	\$0.00	(\$19,175.00)	\$372.00	\$0.00	(\$372.00)	005
14179	\$1,575.00	\$0.00	(\$1,575.00)	\$30.56	\$0.00	(\$30.56)	005
73959	\$225.00	\$0.00	(\$225.00)	\$4.37	\$0.00	(\$4.37)	005
73961	\$225.00	\$0.00	(\$225.00)	\$4.37	\$0.00	(\$4.37)	005
73963	\$225.00	\$0.00	(\$225.00)	\$4.37	\$0.00	(\$4.37)	005
73965	\$225.00	\$0.00	(\$225.00)	\$4.37	\$0.00	(\$4.37)	005
74039	\$22,875.00	\$0.00	(\$22,875.00)	\$443.78	\$0.00	(\$443.78)	005
74485	\$100.00	\$0.00	(\$100.00)	\$443.78	\$0.00	(\$443.78)	005
14061	\$7,925.00	\$0.00	(\$7,925.00)	\$1.94	\$0.00	(\$1.94) (\$153.75)	005
59143	\$25.00	\$0.00	(\$25.00)	\$135.75	\$0.00	(\$153.73)	005
177459	\$25.00	\$0.00	(\$25.00)	\$0.49	\$0.00	(\$0.49)	005
138165	\$2,475.00	\$0.00	(\$2,475.00)	\$0.49	\$0.00 \$0.00	(\$0.49)	005
82223	\$500.00	\$0.00	(\$2,475.00)				005
142563	\$10,575.00	\$0.00	(\$300.00) (\$10,575.00)	\$9.70 \$205.16	\$0.00 \$0.00	(\$9.70) (\$205.16)	005
142303	ψ10,373.00	φ0.00	(\$10,373.00)	\$205.16	ŞU.UU	(\$205.16)	005

Item XI4.

ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
149511	\$3,650.00	\$0.00	(\$3,650.00)	\$70.81	\$0.00	(\$70.81)	00S
79003	\$1,375.00	\$0.00	(\$1,375.00)	\$26.68	\$0.00	(\$26.68)	00S
79005	\$1,375.00	\$0.00	(\$1,375.00)	\$26.68	\$0.00	(\$26.68)	00S
79017	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	00S
79029	\$1,750.00	\$0.00	(\$1,750.00)	\$33.95	\$0.00	(\$33.95)	00S
171675	\$23,000.00	\$0.00	(\$23,000.00)	\$446.20	\$0.00	(\$446.20)	00S
75141	\$1,225.00	\$0.00	(\$1,225.00)	\$23.77	\$0.00	(\$23.77)	00S
147799	\$3,775.00	\$0.00	(\$3,775.00)	\$73.24	\$0.00	(\$73.24)	00S
163497	\$475.00	\$0.00	(\$475.00)	\$9.22	\$0.00	(\$9.22)	00S
174591	\$575.00	\$0.00	(\$575.00)	\$11.16	\$0.00	(\$11.16)	005
173455	\$5,300.00	\$0.00	(\$5,300.00)	\$102.82	\$0.00	(\$102.82)	005
174927	\$3,750.00	\$0.00	(\$3,750.00)	\$72.75	\$0.00	(\$72.75)	005
174935	\$45,675.00	\$0.00	(\$45,675.00)	\$886.10	\$0.00	(\$886.10)	005
174253	\$0.00	\$0.00	\$0.00	\$2,112.00	\$0.00	(\$2,112.00)	CODE
132575	\$0.00	\$0.00	\$0.00	\$3,512.10	\$0.00	(\$2,112.00)	CODE
54165	\$0.00	\$0.00	\$0.00	\$3,492.60	\$0.00	(\$3,492.60)	CODE
9407	\$0.00	\$0.00	\$0.00	\$2,472.20	\$0.00	(\$3,492.60)	CODE
47155	\$50,000.00	\$0.00	(\$50,000.00)	\$2,472.20	\$0.00	(\$2,472.20)	085
64499	\$4,520.00	\$0.00	(\$50,000.00)				
66993	. ,		(. , ,	\$87.69	\$0.00	(\$87.69)	085
69363	\$16,200.00	\$0.00	(\$16,200.00) (\$18,680.00)	\$314.28	\$0.00	(\$314.28)	085
	\$18,680.00	\$0.00	(. , ,	\$362.39	\$0.00	(\$362.39)	085
148919	\$61,320.00	\$0.00	(\$61,320.00)	\$1,189.61	\$0.00	(\$1,189.61)	085
178371	\$7,603.00	\$0.00	(\$7,603.00)	\$142.94	\$0.00	(\$142.94)	PPH
177825	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
170409	\$3,726.00	\$0.00	(\$3,726.00)	\$72.28	\$0.00	(\$72.28)	PPS
167485	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
160231	\$194.00	\$0.00	(\$194.00)	\$3.76	\$0.00	(\$3.76)	PPS
167033	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
178165	\$6,690.00	\$0.00	(\$6,690.00)	\$129.79	\$0.00	(\$129.79)	PPS
178197	\$300.00	\$0.00	(\$300.00)	\$5.82	\$0.00	(\$5.82)	PPS
157645	\$29,458.00	\$0.00	(\$29,458.00)	\$571.49	\$0.00	(\$571.49)	PPS
173015	\$3,006.00	\$0.00	(\$3,006.00)	\$58.32	\$0.00	(\$58.32)	PPS
170637	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
172905	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
175565	\$1,679.00	\$0.00	(\$1,679.00)	\$32.57	\$0.00	(\$32.57)	PPS
164433	\$13,871.00	\$0.00	(\$13,871.00)	\$269.10	\$0.00	(\$269.10)	PPS
170491	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
146747	\$4,578.00	\$0.00	(\$4,578.00)	\$88.81	\$0.00	(\$88.81)	PPS
172587	\$317.00	\$0.00	(\$317.00)	\$6.15	\$0.00	(\$6.15)	PPS
178009	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
172567	\$375.00	\$0.00	(\$375.00)	\$7.28	\$0.00	(\$7.28)	PPS
167181	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
159795	\$1,790.00	\$0.00	(\$1,790.00)	\$34.73	\$0.00	(\$34.73)	PPS
166993	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
175983	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
175759	\$300.00	\$0.00	(\$300.00)	\$5.82	\$0.00	(\$5.82)	PPS
171023	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
165929	\$27,941.00	\$0.00	(\$27,941.00)	\$542.06	\$0.00	(\$542.06)	PPS
164623	\$1,556.00	\$0.00	(\$1,556.00)	\$30.19	\$0.00	(\$30.19)	PPS
171057	\$1,172.00	\$0.00	(\$1,172.00)	\$30.15	\$0.00	(\$22.74)	PPS
171291	\$12,472.00	\$0.00	(\$12,472.00)	\$241.96	\$0.00	(\$241.96)	PPS

ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
175869	\$22,500.00	\$0.00	(\$22,500.00)	\$436.50	\$0.00	(\$436.50)	PPS
167215	\$1,084.00	\$0.00	(\$1,084.00)	\$21.03	\$0.00	(\$21.03)	PPS
158503	\$11,177.00	\$0.00	(\$11,177.00)	\$216.83	\$0.00	(\$216.83)	PPS
171003	\$416.00	\$0.00	(\$416.00)	\$8.07	\$0.00	(\$8.07)	PPS
175679	\$255.00	\$0.00	(\$255.00)	\$4.95	\$0.00	(\$4.95)	PPS
178161	\$930.00	\$0.00	(\$930.00)	\$18.04	\$0.00	(\$18.04)	PPS
178111	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
163001	\$55,880.00	\$0.00	(\$55,880.00)	\$1,084.07	\$0.00	(\$1,084.07)	PPS
177723	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
175763	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
172413	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
178271	\$5,999.00	\$0.00	(\$5,999.00)	\$116.38	\$0.00	(\$116.38)	PPS
175977	\$2,679.00	\$0.00	(\$2,679.00)	\$51.97	\$0.00	(\$51.97)	PPS
177693	\$638.00	\$0.00	(\$638.00)	\$12.38	\$0.00	(\$12.38)	PPS
172683	\$733.00	\$0.00	(\$733.00)	\$14.22	\$0.00	(\$14.22)	PPS
177905	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
156663	\$586.00	\$0.00	(\$586.00)	\$11.37	\$0.00	(\$11.37)	PPS
170549	\$1,951.00	\$0.00	(\$1,951.00)	\$37.85	\$0.00	(\$37.85)	PPS
175717	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
164817	\$11,965.00	\$0.00	(\$11,965.00)	\$232.12	\$0.00	(\$232.12)	PPS
161783	\$15,546.00	\$0.00	(\$15,546.00)	\$301.59	\$0.00	(\$301.59)	PPS
177967	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
175703	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
178153	\$750.00	\$0.00	(\$750.00)	\$25.10	\$0.00	(\$14.55)	PPS
170883	\$17,763.00	\$0.00	(\$17,763.00)	\$344.60	\$0.00	(\$344.60)	PPS
162697	\$823.00	\$0.00	(\$823.00)	\$15.97	\$0.00	(\$15.97)	PPS
164581	\$2,193.00	\$0.00	(\$2,193.00)	\$42.54	\$0.00	(\$42.54)	PPS
167597	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$42.34)	PPS
175569	\$1,500.00	\$0.00	(\$1,500.00)	\$28.42	\$0.00	(\$28.42)	PPS
172457	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
159263	\$879.00	\$0.00	(\$879.00)		\$0.00		PPS
165927	\$5,801.00	\$0.00	(\$5,801.00)	\$17.05	\$0.00	(\$17.05)	PPS
160223	\$4,958.00	\$0.00	(\$4,958.00)	\$112.54	\$0.00	(\$112.54)	PPS
167515	\$1,465.00	\$0.00	(\$1,465.00)	\$96.19		(\$96.19)	
4157	\$2,499.00	\$0.00	(\$1,403.00)	\$28.42	\$0.00	(\$28.42)	PPS
175765	\$2,051.00	\$0.00	(\$2,051.00)	\$48.48	\$0.00	(\$48.48)	PPS PPS
178065	\$437.00	\$0.00	(\$437.00)	\$39.79	\$0.00	(\$39.79)	
178177	\$750.00	\$0.00	(\$750.00)	\$8.48	\$0.00	(\$8.48)	PPS
166077		\$0.00	(\$1,465.00)	\$14.55	\$0.00	(\$14.55)	PPS
	\$1,465.00	\$0.00	(. , ,	\$28.42	\$0.00	(\$28.42)	PPS
178171	\$1,500.00		(\$1,500.00) (\$56,619.00)	\$29.10	\$0.00	(\$29.10)	PPS
146267	\$56,619.00 \$12,085.00	\$0.00	(, , , ,	\$1,098.41	\$0.00	(\$1,098.41)	PPS
164527	. ,	\$0.00	(\$12,085.00)	\$234.45	\$0.00	(\$234.45)	PPS
164089	\$300.00	\$0.00	(\$300.00)	\$5.82	\$0.00	(\$5.82)	PPS
167137	\$1,162.00	\$0.00	(\$1,162.00)	\$22.54	\$0.00	(\$22.54)	PPS
178199	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
172971	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
164265	\$2,994.00	\$0.00	(\$2,994.00)	\$58.08	\$0.00	(\$58.08)	PPS
178119	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
165771	\$7,809.00	\$0.00	(\$7,809.00)	\$151.49	\$0.00	(\$151.49)	PPS
171157	\$10,108.00	\$0.00	(\$10,108.00)	\$196.10	\$0.00	(\$196.10)	PPS
175571	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS

ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATIO
167293	\$33,565.00	\$0.00	(\$33,565.00)	\$651.16	\$0.00	(\$651.16)	PPS
166921	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
172657	\$423.00	\$0.00	(\$423.00)	\$8.21	\$0.00	(\$8.21)	PPS
177907	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
171043	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
162925	\$1,763.00	\$0.00	(\$1,763.00)	\$34.20	\$0.00	(\$34.20)	PPS
158527	\$1,145.00	\$0.00	(\$1,145.00)	\$22.21	\$0.00	(\$22.21)	PPS
172699	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
175905	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
171049	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
178163	\$458.00	\$0.00	(\$458.00)	\$8.89	\$0.00	(\$8.89)	PPS
176011	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
176057	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
173005	\$1,125.00	\$0.00	(\$1,125.00)	\$21.83	\$0.00	(\$21.83)	PPS
157613	\$738.00	\$0.00	(\$738.00)	\$14.32	\$0.00	(\$14.32)	PPS
172515	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
175999	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
157719	\$586.00	\$0.00	(\$586.00)	\$11.37	\$0.00	(\$11.37)	PPS
178189	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
177901	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
175769	\$1,650.00	\$0.00	(\$1,650.00)	\$14.55	\$0.00	(\$14.55)	PPS
142133	\$43,191.00	\$0.00	(\$43,191.00)			. ,	
172489	\$23,435.00	\$0.00	(\$23,435.00)	\$837.91	\$0.00	(\$837.91)	PPS
172489	\$23,435.00	\$0.00	(\$23,435.00)	\$454.64	\$0.00	(\$454.64)	PPS
		•	, ,	\$363.75	\$0.00	(\$363.75)	PPS
171031	\$7,500.00	\$0.00	(\$7,500.00)	\$145.50	\$0.00	(\$145.50)	PPS
171177	\$5,570.00	\$0.00	(\$5,570.00)	\$108.06	\$0.00	(\$108.06)	PPS
178129	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
177919	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
170777	\$744.00	\$0.00	(\$744.00)	\$14.43	\$0.00	(\$14.43)	PPS
171237	\$23,516.00	\$0.00	(\$23,516.00)	\$456.21	\$0.00	(\$456.21)	PPS
167149	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
159793	\$22,352.00	\$0.00	(\$22,352.00)	\$433.63	\$0.00	(\$433.63)	PPS
175755	\$788.00	\$0.00	(\$788.00)	\$15.29	\$0.00	(\$15.29)	PPS
178053	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
175599	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
170623	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
157733	\$567.00	\$0.00	(\$567.00)	\$11.00	\$0.00	(\$11.00)	PPS
178073	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
175881	\$3,965.00	\$0.00	(\$3,965.00)	\$76.92	\$0.00	(\$76.92)	PPS
170515	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
164245	\$10,987.00	\$0.00	(\$10,987.00)	\$213.15	\$0.00	(\$213.15)	PPS
583	\$6,067.00	\$0.00	(\$6,067.00)	\$117.70	\$0.00	(\$117.70)	PPS
161467	\$31,380.00	\$0.00	(\$31,380.00)	\$608.77	\$0.00	(\$608.77)	PPS
159931	\$20,965.00	\$0.00	(\$20,965.00)	\$406.72	\$0.00	(\$406.72)	PPS
175975	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
51950	\$17,911.00	\$0.00	(\$17,911.00)	\$347.47	\$0.00	(\$347.47)	PPS
167447	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
170601	\$766.00	\$0.00	(\$766.00)	\$14.86	\$0.00	(\$14.86)	PPS
177903	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
167405	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
164839	\$733.00	\$0.00	(\$733.00)	\$28.42	\$0.00	(\$28.42)	PPS

2013 DELINQUENT PROPERTY TAX WRITE-OFF 6/28/2024

ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
167631	\$18,560.00	\$0.00	(\$18,560.00)	\$360.06	\$0.00	(\$360.06)	PPS
175601	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
170413	\$375.00	\$0.00	(\$375.00)	\$7.28	\$0.00	(\$7.28)	PPS
164547	\$23,209.00	\$0.00	(\$23,209.00)	\$450.25	\$0.00	(\$450.25)	PPS
151559	\$469.00	\$0.00	(\$469.00)	\$9.10	\$0.00	(\$9.10)	PPS
175681	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
172473	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
167161	\$4,395.00	\$0.00	(\$4,395.00)	\$85.26	\$0.00	(\$85.26)	PPS
176071	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
167603	\$469.00	\$0.00	(\$469.00)	\$9.10	\$0.00	(\$9.10)	PPS
139555	\$13,024.00	\$0.00	(\$13,024.00)	\$252.67	\$0.00	(\$252.67)	PPS
157419	\$5,589.00	\$0.00	(\$5,589.00)	\$108.43	\$0.00	(\$108.43)	PPS
172907	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
170513	\$20,937.00	\$0.00	(\$20,937.00)	\$406.18	\$0.00	(\$406.18)	PPS
170439	\$1,556.00	\$0.00	(\$1,556.00)	\$30.19	\$0.00	(\$30.19)	PPS
162481	\$3,651.00	\$0.00	(\$3,651.00)	\$70.83	\$0.00	(\$70.83)	PPS
170941	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
165997	\$6,592.00	\$0.00	(\$6,592.00)	\$127.88	\$0.00	(\$127.88)	PPS
177713	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
170955	\$19,410.00	\$0.00	(\$19,410.00)	\$376.55	\$0.00	(\$376.55)	PPS
172477	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
175773	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
170437	\$4,688.00	\$0.00	(\$4,688.00)	\$90.95	\$0.00	(\$90.95)	PPS
175833	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
166009	\$6,592.00	\$0.00	(\$6,592.00)	\$127.88	\$0.00	(\$127.88)	PPS
160407	\$707.00	\$0.00	(\$707.00)	\$127.88	\$0.00	(\$13.72)	PPS
177939	\$750.00	\$0.00	(\$750.00)	\$13.72	\$0.00	(\$14.55)	PPS
176029	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
177763	\$135,000.00	\$0.00	(\$135,000.00)	\$2,619.00	\$0.00	(\$2,619.00)	PPS
176079	\$300.00	\$0.00	(\$300.00)	\$5.82	\$0.00	(\$5.82)	PPS
177931	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
172815	\$8,235.00	\$0.00	(\$8,235.00)	\$159.76	\$0.00	(\$159.76)	PPS
170505	\$1,172.00	\$0.00	(\$1,172.00)	\$139.76	\$0.00	(\$139.76) (\$22.74)	PPS
165749	\$724.00	\$0.00	(\$724.00)	\$14.05	\$0.00		PPS
157237	\$5,738.00	\$0.00	(\$5,738.00)			(\$14.05) (\$111.32)	
167643	\$1,465.00	\$0.00	(\$1,465.00)	\$111.32 \$28.42	\$0.00 \$0.00	(\$111.32)	PPS PPS
175785	\$2,153.00	\$0.00	(\$2,153.00)				PPS
170801	\$2,561.00	\$0.00	(\$2,561.00)	\$41.77	\$0.00	(\$41.77)	PPS
170599	\$1,172.00	\$0.00	(\$1,172.00)	\$49.68	\$0.00	(\$49.68)	PPS
172411	\$938.00	\$0.00	(\$938.00)	\$22.74	\$0.00	(\$22.74)	
177695	\$958.00	\$0.00	(\$958.00)	\$18.20	\$0.00	(\$18.20)	PPS
157069	\$94,172.00	\$0.00	(\$94,172.00)	\$14.55	\$0.00	(\$14.55)	PPS
176139	\$94,172.00	\$0.00	(\$94,172.00)	\$1,826.94	\$0.00	(\$1,826.94)	PPS
170891	\$7,266.00	\$0.00		\$14.55	\$0.00	(\$14.55)	PPS
161375	\$14,306.00	\$0.00	(\$7,266.00) (\$14,306.00)	\$140.96	\$0.00	(\$140.96) (\$277.54)	PPS
53915	\$14,306.00	\$0.00	, , ,	\$277.54	\$0.00	(\$277.54)	PPS
			(\$52,626.00)	\$1,020.94	\$0.00	(\$1,020.94)	PPS
176073	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
167065	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
67449	\$1,316.00	\$0.00	(\$1,316.00)	\$25.53	\$0.00	(\$25.53)	PPS
172409	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
164635	\$49,509.00	\$0.00	(\$49,509.00)	\$960.47	\$0.00	(\$960.47)	PPS

Item XI4.

2013 DELINQUENT PROPERTY TAX WRITE-OFF 6/28/2024

ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
177911	\$42,344.00	\$0.00	(\$42,344.00)	\$821.47	\$0.00	(\$821.47)	PPS
158301	\$2,237.00	\$0.00	(\$2,237.00)	\$43.40	\$0.00	(\$43.40)	PPS
171231	\$1,047.00	\$0.00	(\$1,047.00)	\$20.31	\$0.00	(\$20.31)	PPS
146233	\$1,012.00	\$0.00	(\$1,012.00)	\$19.63	\$0.00	(\$19.63)	PPS
170803	\$745.00	\$0.00	(\$745.00)	\$14.45	\$0.00	(\$14.45)	PPS
154167	\$1,277.00	\$0.00	(\$1,277.00)	\$24.77	\$0.00	(\$24.77)	PPS
167449	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
172435	\$4,976.00	\$0.00	(\$4,976.00)	\$96.53	\$0.00	(\$96.53)	PPS
172687	\$1,125.00	\$0.00	(\$1,125.00)	\$21.83	\$0.00	(\$21.83)	PPS
175985	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
164563	\$1,057.00	\$0.00	(\$1,057.00)	\$20.51	\$0.00	(\$20.51)	PPS
165939	\$10,987.00	\$0.00	(\$10,987.00)	\$213.15	\$0.00	(\$213.15)	PPS
146107	\$2,066.00	\$0.00	(\$2,066.00)	\$40.08	\$0.00	(\$40.08)	PPS
177965	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
164101	\$2,477.00	\$0.00	(\$2,477.00)	\$48.05	\$0.00	(\$48.05)	PPS
167495	\$1,465.00	\$0.00	(\$1,465.00)	\$48.05	\$0.00	(\$48.03)	PPS
172641	\$912.00	\$0.00	(\$912.00)		-		
176173	\$1,500.00	\$0.00	(\$912.00)	\$17.69	\$0.00	(\$17.69)	PPS
3959			(,	\$29.10	\$0.00	(\$29.10)	PPS
	\$18,493.00	\$0.00 \$0.00	(\$18,493.00)	\$358.76	\$0.00	(\$358.76)	PPS
163165	\$4,808.00		(\$4,808.00)	\$93.28	\$0.00	(\$93.28)	PPS
170917	\$13,854.00	\$0.00	(\$13,854.00)	\$268.77	\$0.00	(\$268.77)	PPS
164543	\$28,778.00	\$0.00	(\$28,778.00)	\$558.29	\$0.00	(\$558.29)	PPS
172949	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
176179	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
166253	\$356.00	\$0.00	(\$356.00)	\$6.91	\$0.00	(\$6.91)	PPS
164191	\$26,753.00	\$0.00	(\$26,753.00)	\$519.01	\$0.00	(\$519.01)	PPS
167507	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
170393	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
172583	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
170825	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
170465	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
172959	\$1,500.00	\$0.00	(\$1,500.00)	\$29.10	\$0.00	(\$29.10)	PPS
170981	\$345.00	\$0.00	(\$345.00)	\$6.69	\$0.00	(\$6.69)	PPS
175631	\$3,000.00	\$0.00	(\$3,000.00)	\$58.20	\$0.00	(\$58.20)	PPS
167317	\$11,719.00	\$0.00	(\$11,719.00)	\$227.35	\$0.00	(\$227.35)	PPS
178133	\$3,000.00	\$0.00	(\$3,000.00)	\$58.20	\$0.00	(\$58.20)	PPS
176045	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
175603	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
167267	\$1,465.00	\$0.00	(\$1,465.00)	\$28.42	\$0.00	(\$28.42)	PPS
172507	\$938.00	\$0.00	(\$938.00)	\$18.20	\$0.00	(\$18.20)	PPS
176115	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
177843	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
172841	\$1,317.00	\$0.00	(\$1,317.00)	\$25.55	\$0.00	(\$25.55)	PPS
171135	\$2,233.00	\$0.00	(\$2,233.00)	\$43.32	\$0.00	(\$43.32)	PPS
3143	\$7,669.00	\$0.00	(\$7,669.00)	\$148.78	\$0.00	(\$148.78)	PPS
172681	\$733.00	\$0.00	(\$733.00)	\$14.22	\$0.00	(\$14.22)	PPS
164669	\$586.00	\$0.00	(\$586.00)	\$14.22	\$0.00	(\$14.22)	PPS
66157	\$7,023.00	\$0.00	(\$388.00)				PPS
165599	\$2,130.00	\$0.00	(\$7,023.00) (\$2,130.00)	\$136.25	\$0.00	(\$136.25)	
				\$41.32	\$0.00	(\$41.32)	PPS
171183	\$1,172.00	\$0.00	(\$1,172.00)	\$22.74	\$0.00	(\$22.74)	PPS
152301	\$12,000.00	\$0.00	(\$12,000.00)	\$232.80	\$0.00	(\$232.80)	PPS

2013 DELINQUENT PROPERTY TAX WRITE-OFF 6/28/2024

ACCOUNT ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
178085	\$2,011.00	\$0.00	(\$2,011.00)	\$39.01	\$0.00	(\$39.01)	PPS
178123	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
178107	\$750.00	\$0.00	(\$750.00)	\$14.55	\$0.00	(\$14.55)	PPS
164439	\$923.00	\$0.00	(\$923.00)	\$17.91	\$0.00	(\$17.91)	PPS
177867	\$2,063.00	\$0.00	(\$2,063.00)	\$40.02	\$0.00	(\$40.02)	PPSP
148313	\$16,154.00	\$0.00	(\$16,154.00)	\$313.39	\$0.00	(\$313.39)	PSS
148407	\$78,880.00	\$0.00	(\$78,880.00)	\$1,530.27	\$0.00	(\$1,530.27)	PSS
173139	\$15,000.00	\$0.00	(\$15,000.00)	\$291.00	\$0.00	(\$291.00)	PSS
Total	\$2,326,901.00	\$0.00	(\$2,326,901.00)	\$56,726.61	\$0.00	(\$56,726.61)	
-							
Commercial	\$150,720.00	\$0.00	(\$150,720.00)	\$2,923.97	\$0.00	(\$2,923.97)	085
Comm/Pers	\$1,491,922.00	\$0.00	(\$1,491,922.00)	\$28,938.82	\$0.00	(\$28,938.82)	PPS/PPH/PPSP
Industrial	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Pub Utilities	\$110,034.00	\$0.00	(\$110,034.00)	\$2,134.66	\$0.00	(\$2,134.66)	PPS
Code Enforcement	\$0.00	\$0.00	\$0.00	\$11,588.90	\$0.00	(\$11,588.90)	CODE
Residential	\$574,225.00	\$0.00	(\$574,225.00)	\$11,140.26	\$0.00	(\$11,140.26)	00S
Total	\$2,326,901.00	\$0.00	(\$2,326,901.00)	\$56,726.61	\$0.00	(\$56,726.61)	



AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Engineering Agreement with Barge Design Solutions for a Water Quality Assessment of the South Fork of the Holston River

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-172-2024 Work Session: June 17, 2024 First Reading: June 18, 2024 Final Adoption:June 18, 2024Staff Work By:Niki EnsorPresentation By:Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

In response to TDEC placing the South Fork Holston River (SFHR) on the 303(d) list of impaired waterways and in preparation for the next NPDES permit cycle, it is in Kingsport's best interest to develop a thorough understanding and assessment of the quality of the SFHR.

Beginning in 2016, TDEC listed the SFHR impaired due to nutrients attributed to municipal point sources. Due to the minimal number of data points and the suspect manner of data collection, the City of Kingsport continues to disagree with the validity of the data used for this decision and has unsuccessfully requested TDEC to remove the listing since the original listing. Additionally, Kingsport's latest NPDES permit included the following requirements related to nutrients, "Alert Values reporting and required participation in Tennessee Plant Optimization Program". Therefore, <u>considering the financial impact to our rate payers of the possible inclusion of nutrient reduction in the next permit, we recommend developing a clear and transparent assessment of the SFHR.</u>

Barge Design Solutions, Inc. (Barge) proposes to <u>provide the City with a chemical and biological water</u> <u>quality assessment of the SFHR from the Fort Patrick Henry Dam downstream to approximately 0.75</u> <u>river miles below the confluence of the SFHR and Reedy Creek</u>. Barge has engaged Dynamic Solutions to model the water quality and sediment data to develop a water quality model for the South Fork Holston River over the course of the three-year study.

While this is a multi-year project, we are only asking for approval of funding phase 1a at this time. Initial phase of work is \$299,970 with funds available in our operating budget. Future phases will require board approval.

Attachments:

- 1. Resolution
- 2. Barge Proposal

	Y	Ν	0
Cooper	_		
Duncan George Montgomery Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR WATER QUALITY ASSESSMENT OF THE SOUTH FORK OF THE HOLSTON RIVER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, Tennessee Department of Environment and Conservation (TDEC) has placed the South Fork Holston River (SFHR) on the list of impaired waterways pursuant to Section 303(d) of the Clean Water Act; and

WHEREAS, the city desires to develop a thorough understanding of the data TDEC used to make this decision; and

WHEREAS, in preparation for the next National Pollutant Discharge Elimination System (NPDES) permit cycle, the city desires to enter into an engineering agreement with Barge Design Solutions, Inc. (Barge) to provide the city with an assessment of the SFHR from the Fort Patrick Henry Dam downstream to approximately 0.75 river miles below the confluence of the SFHR and Reedy Creek. The assessment will occur at 13 sampling locations along the SFHR and various tributaries;

WHEREAS, the assessment to be provided by Barge will be conducted over the course of three years; and

WHEREAS, recommendation is made to enter into an agreement with Barge for Phase 1a of the scope of work in the amount of \$299,970.00 with funding available in the operating budget.

Now therefore,

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

SECTION I. That an agreement with Barge Design Solutions for Phase 1 A of the scope of work for water quality assessment of the South Fork of the Holston River, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Barge Design Solutions for Phase 1 A of the scope of work for water quality assessment of the South Fork of the Holston River, 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.

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

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

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions and Exclusions
- IV. Deliverables
- V. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) proposes to provide the City of Kingsport with an assessment of the South Fork Holston River from the Fort Patrick Henry Dam downstream to approximately 0.75 river miles below the confluence of the South Fork Holston River and Reedy Creek. The assessment will occur at 13 sampling locations along the South Fork Holston River and various tributaries. The approximate sampling locations are provided in Attachment C. This proposal provides an estimated fee for the services described below.

II.Scope of Services

A. Sampling and Analysis Plan and Quality Assurance Project Plan

Prior to initiating sampling, Barge will develop pre-assessment planning documents:

- Sampling and analysis plan, which will detail the planned scope of work, as summarized in Sections B E.
- Quality assurance project plan (QAPP) to ensure high data quality.
- Health and safety plan (HASP) to identify and mitigate potential risks.

These planning documents will be provided to the City of Kingsport for review and comment prior to coordination with the applicable regulatory agencies.

B. Macroinvertebrate Sampling

Barge will conduct the macroinvertebrate survey in accordance with the Environmental Protection Agency (EPA) Rapid Bioassessment Protocols for Use in Streams and Wadeable Rivers: Periphyton, Benthic Macroinvertebrates, and Fish, Second Edition (RBP; Barbour et al., 1999), and the Tennessee Department of Environment and Conservation (TDEC) Quality System Standard Operating Procedures (QSSOP) for Macroinvertebrate Stream Surveys, Revised December 28, 2021. Qualified biologists will conduct the biological stream sampling, utilizing the SQSH Method described in Protocol G of the QSSOP. The samples will be collected using the Semi-quantitative Riffle Kick (SQKICK) or modified method. During sample collection, Barge will also measure water temperature, dissolved oxygen, pH, and conductivity. A Stream Survey Field Sheet will be completed for each sampling occasion at each sampling location.

The preserved composite samples will be sent to the Aquatic Resource Center (ARC) located in Nashville, Tennessee for sorting and identification. The lab will reduce the samples to a 200 +/- 20 percent organisms subsample by using a gridded pick subsampler and collecting the organisms from Macroinvertebrate Samples in EPA's RBP. ARC will identify all organisms to the lowest practicable level and provide numeric value organism biometrics and a Tennessee Macroinvertebrate (TMI) score.

A habitat assessment will be performed at each of the proposed biological sampling stations following Protocol D-1 of the TDEC QSSOP for Macroinvertebrate Stream Surveys. The High Gradient Habitat Assessment Field Sheet found in Appendix B of the TDEC QSSOP will be used in conjunction with the riffle kick collections.

Barge assumes macroinvertebrates will be collected at 13 sampling locations, twice per year for three years. It is possible macroinvertebrate sampling may be suspended at some or all locations following consistent TMI scores over multiple sampling occasions, but this determination must be made in consultation with TDEC prior to cessation of macroinvertebrate sampling. All data will be compiled and submitted to the Client prior to submitting to TDEC.

C. Water Quality Sampling

Surface water quality samples will be collected at each of the 13 proposed sampling locations to facilitate total maximum daily load (TMDL) modeling. Barge will conduct water quality sampling in accordance with the TDEC QSSOP for Chemical and Bacteriological Sampling of Surface Water. Qualified biologists will conduct the water quality sampling. Constituents to be tested include the following: total nitrogen, NH₃, NO₃, total phosphorus, PO₄, selenium, per- and polyfluoroalkyl substances (PFAS), total suspended solids, chlorophyll *a*, and *Escherichia coli*. During sample collection, Barge will also measure water temperature, dissolved oxygen, pH, and specific conductivity.

For *E. coli*, a Water Parameter Report will be completed for each sampling occasion at each sampling location. Additionally, *E.coli* sampling will be conducted as a stand alone event given the short hold time of six hours for samples collected.

All water quality constituents will be sampled monthly at 13 sampling locations for three years. Water quality samples will be delivered to Waypoint Analytical in Johnson City, TN, within the recommended holding times per sample. All data will be compiled and submitted to the Client prior to submitting to TDEC.

D. Sediment Sampling

Preliminary sediment samples will be collected at three locations during Year 1. These samples will help develop a detailed sampling approach for Year 2. During Year 2 a full suite of sediment parameters will be collected to facilitate TMDL modeling. Sediments will be collected with sterilized cores. Qualified biologists will conduct the sediment sampling. Constituents to be tested include the following: carbon, nitrogen, inorganic NH₄, NO₃, phosphorus, PO₄ flux, and sediment oxygen demand. During sample collection, Barge will also measure water temperature, dissolved oxygen, pH, and conductivity. Collection will be conducted by the Philadelphia Academy of Natural Sciences.

E. Water Quality Modeling

Barge has engaged Dynamic Solutions to model the water quality and sediment data to develop a water quality model for the South Fork Holston River over the course of the three-year study. This task includes watershed development and calibration based on available DEM data and HUC12 subbasins in the watershed. From this a hydrological and water quality model will be developed and tested. Once developed, the model will be calibrated using data provided by Barge. Additionally, up to four scenarios for nutrient and *E. coli* reduction will be analyzed with the model. A TMDL report will be developed based on the models and will document load allocation for each TMDL. Dynamic Solutions will also provide flow and stage gauge installation services. Flow data is needed for the model.

F. Meetings, Communication, Reporting, and Project Management

Barge will facilitate communication with TDEC and other regulatory agencies for approval of the proposed sampling plan. This task also includes monthly update meetings with the City. Barge will provide annual sampling reports to the Client. Annual reports will summarize all data collected during the previous year and will include all raw data received from subconsultants.

G. Bathymetry

Barge will conduct river soundings with a boat and Seafloor HydroLite system which will be attached to the boat. The intent of the bathymetry is to collect cross-sectional data at specific locations within the South Fork Holston River and the associated sluice. Transects will be conducted immediately upstream and downstream of any bridge crossings and at approximately 1,200 intervals from the Fort Patrick Henry Dam to the confluence with North Fork Holston River. In total, 94 cross sections will be surveyed, 60 on the mainstem South Fork Holston River and 30 on the sluice.

The topographic data collected with the HydroLite will be prepared at a scale of 1 inch = 50 feet and relative to State Plane coordinates and NAVD88 vertical elevations. Contours will be shown at 1-foot intervals, with spot shots at 50-foot intervals taken to 0.1 foot utilizing GNSS and Seafloor system.

III. Assumptions and Exclusions

- A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:
 - 1. The above approach will generally be accepted by regulating authorities without significant changes requested. Significant changes may result in modification of the scope and associated fee.
 - 2. Water quality modeling will be performed by Dynamic Solutions.
 - 3. Barge will have access to the sampling locations, as required.
 - 4. Sampling events will not be disrupted by conditions outside of Barge's control, such as unexpected/excessive dam releases, dangerous weather conditions, etc.

- B. The following excluded services can be provided as an additional service with the fee and detailed scope to be negotiated at the time of request:
 - 1. Jurisdictional water(s) verification by agency(ies).
 - 2. 404 and 401 permitting applications.
 - 3. Mitigation plan for permittee responsible mitigation.
 - 4. Listed protected species presence/absence surveys.
 - 5. Desktop and/or Phase 1 Cultural Resource Survey.
 - 6. NEPA studies and/or NEPA documents.
 - 7. Floodway modeling/studies.
 - 8. Environmental sampling/testing other than that described within this Scope of Work.

IV. Deliverables

- A. Sampling and Analysis Plan, Quality Assurance Project Plan, and Health and Safety Plan PDF
- B. All macroinvertebrate, water quality, and sediment data Excel, PDF
- C. Three annual sampling reports PDF
- D. TMDL Report PDF

V. Compensation

The estimated maximum fees for the Scope of Work described above are included in the table below.

This scope of services will be performed on a Time & Materials basis. The fees and materials will be billed based on Barge's schedule of standard rates, is included in Attachment B. In the event additional work is requested by the Client, this work can be performed under a supplemental scope of work and on a time and materials basis, according to the same standard rate sheet (Attachment B). The hourly rates listed in Attachment B are valid until July 1, 2025, after which the rates will be adjusted three percent (3%) annually due to salary adjustment to Barge employees.

Items	Fee Type	Estimated Fee Amount
Project Management/Regulatory Meetings	T&M	\$10,000
Macroinvertebrate Survey	T&M	\$54,520
HASP/QAPP/SAP	T&M	\$18,150
Macroinvertebrate Survey Direct Expenses	Direct	\$7,860
Gage Installation Subconsultant	Direct	\$60,000
Water Quality Modeling/Bathymetry	T&M	\$134,050
Water Quality Modeling Direct Expenses	Direct	\$15,390
TOTAL	Est. Max. Fee	\$299,970

Year 1a Fee Summary Table

Items	Fee Type	Estimated Fee Amount				
Macroinvertebrate Survey Laboratory Costs	Direct	\$8,250				
Gage Data Collection	T&M	\$9,900				
Water Quality Sampling	T&M	\$66,310				
Water Quality Sampling Direct Expenses	Direct	\$15,700				
Water Quality Sampling Laboratory Costs	Direct	\$39,469				
E. coli Sampling	T&M	\$46,550				
E. coli Sampling Direct Expenses	Direct	\$15,700				
E. coli Sampling Laboratory Costs	Direct	\$10,300				
Sediment Sampling	T&M	\$1,400				
Sediment Sampling Subconsultant	Direct	\$77,000				
Water Quality Modeling/Bathymetry	T&M	\$28,540				
Water Quality Modeling Subconsultant	Direct	\$125,000				
Annual Reports	T&M	\$9,050				
TOTAL	Est. Max. Fee	\$453,169				

Year 1b Fee Summary Table

Year 2 Fee Summary Table

Items	Fee Type	Estimated Fee Amount
Macroinvertebrate Survey Laboratory Costs	Direct	\$8,245
Gage Data Collection	T&M	\$14,900
Water Quality Sampling	T&M	\$75,108
Water Quality Sampling Direct Expenses	Direct	\$15,700
Water Quality Sampling Laboratory Costs	Direct	\$39,468
E. coli Sampling	T&M	\$55,350
E. coli Sampling Direct Expenses	Direct	\$15,700
E. coli Sampling Laboratory Costs	Direct	\$10,300
Sediment Sampling	T&M	\$3,255
Sediment Sampling Subconsultant	Direct	\$82,500
Water Quality Modeling Subconsultant	Direct	\$121,950
Annual Reports	T&M	\$9,050
TOTAL	Est. Max. Fee	\$451,526

Items	Fee Type	Estimated Fee Amount				
Macroinvertebrate Survey Laboratory Costs	Direct	\$8,245				
Gage Data Collection	T&M	\$14,900				
Water Quality Sampling	T&M	\$75,107				
Water Quality Sampling Direct Expenses	Direct	\$15,700				
Water Quality Sampling Laboratory Costs	Direct	\$39,468				
E. coli Sampling	T&M	\$55,350				
E. coli Sampling Direct Expenses	Direct	\$15,700				
E. coli Sampling Laboratory Costs	Direct	\$10,300				
Water Quality Modeling Subconsultant	Direct	\$121,950				
Annual Reports	T&M	\$10,930				
TOTAL	Est. Max. Fee	\$367,650				

Year 3 Fee Summary Table



AGENDA ACTION FORM

Consideration of a Resolution to Award Bid to W-L Construction & Paving, Inc. for 2024 Contracted Paving Area 17 Phase 2 and Authorizing the Mayor to Sign all Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-166-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:StaffPresentation By:Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on June 4, 2024 for the 2024 Contracted Paving Area 17 Phase 2. This project consists of placing approximately 3,600 tons of asphalt on selected roads / streets in the Fairacres and Highland communities within the City of Kingsport. Project also includes milling, traffic control, and other associated work. The project shall be completed by November 1, 2024.

City staff reviewed the bids and recommends awarding the base bid and bid alternate number one to the apparent low bidder, W-L Construction & Paving, Inc. in the amount of \$1,334,000.

Base Bid w/Bid Alternate #1	\$ 1,334,000.00
Contingency 6%	80,040.00
Engineering Inspection & Admin 6%	<u>84,842.00</u>
Total Project Cost	\$ 1,498,882.00

The base engineering estimate for the referenced project is \$1,500,550.00.

Funding is available and identified in GP2400.

Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Map

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Duncan			
George			
Montgomery Olterman Phillips Shull			

RESOLUTION NO.

A RESOLUTION AWARDING THE BID FOR THE CONTRACTED PAVING-AREA 17 PHASE 2 PROJECT TO W-L CONSTRUCTION AND PAVING, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 4, 2024, for the 2024 Contracted Paving Area 17 Phase 2; and

WHEREAS, the project consists of placing approximately 3,600 tons of asphalt on selected roads/streets in the Fairacres and Highland communities along with milling, traffic control, and other associated work anticipated to be completed by November 1, 2024; and

WHEREAS, upon review of the bids, the board finds that W - L Construction and Paving, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and it is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with W - L Construction and Paving, Inc. at an estimated cost of \$1,334,000.00; and

WHEREAS, funding is available and identified in accounts GP2400.

Now therefore,

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

SECTION I. That the bid for the 2024 Contracted Paving- Area 17 Phase 2 project, consisting of placing approximately 3,600 tons of asphalt on selected roads/streets in the Fairacres and Highland communities along with milling, traffic control, and other associated work at an estimated cost of \$1,334,000.00, is awarded to W - L Construction and Paving, Inc., and the mayor is authorized to execute an agreement for the same and all other documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

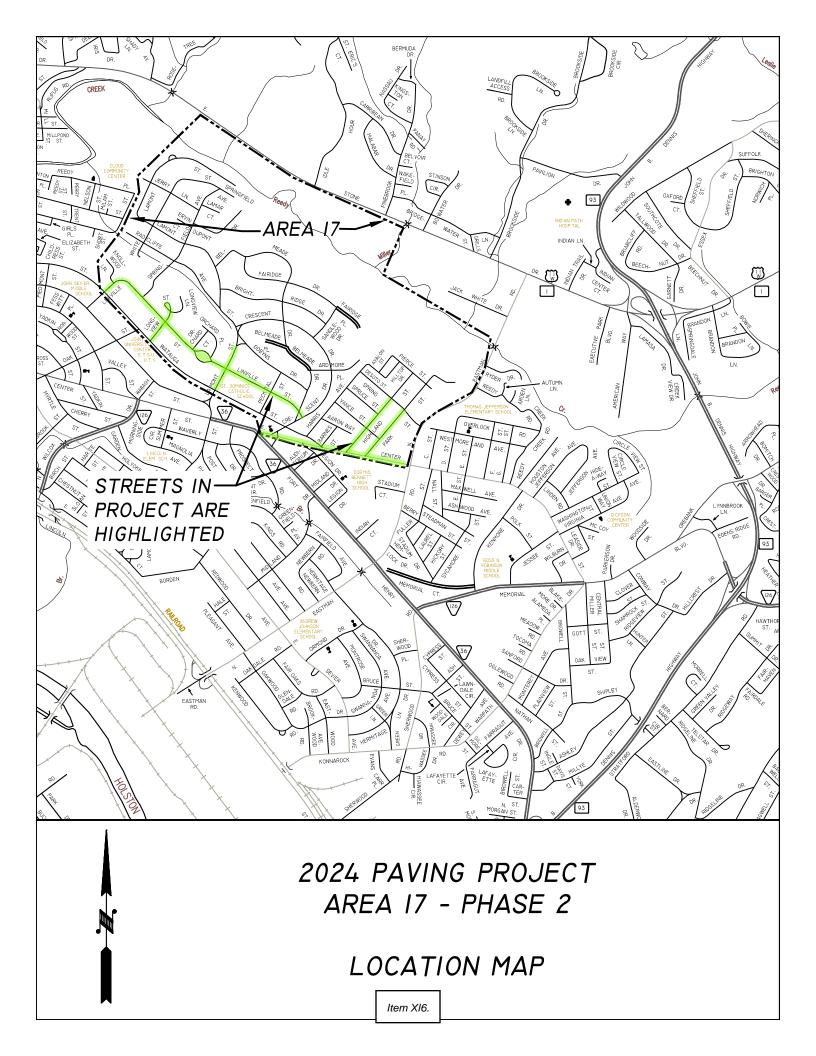
BID OPENING MINUTES June 4, 2024 4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

AREA 17 CONTRACTED PAVING – PHASE 2					
Vendor:	Total Cost:	Alternate #1:			
W-L Construction & Paving	\$1,315,300.00	\$315,200.00			
Summers-Taylor, Inc.	\$1,399,905.00	\$356,500.00			

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





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the LENOWISCO PDC on Behalf of the Kingsport MTPO Regarding Federal and State Planning Funds

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-151-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Lesley Phillips/Bart RowlettPresentation By:Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Each year, the Metropolitan Transportation Planning Organization (MTPO) receives Federal and State Planning Funds from the Virginia Department of Transportation (VDOT) to carry out transportation planning activities in the MTPO planning area in Scott County Virginia. The amount of Planning Funds is determined by a base amount and then a formula based on the Kingsport Urban Area population as defined by the US Census Bureau. The Kingsport MTPO splits these funds with the LENOWISCO Planning District Commission (PDC). This agreement defines the division of Planning Funds as well as the terms and responsibilities of the MTPO and PDC.

Attachments:

Resolution Agreement

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Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION APPROVING AN AGREEMENT WITH THE LENOWISCO PLANNING DISTRICT COMMISSION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, each year, the Metropolitan Transportation Planning Organization (MTPO) receives Federal and State Planning Funds from the Virginia Department of Transportation (VDOT) to carry out transportation planning activities in the MTPO planning area in Scott County Virginia; and

WHEREAS, the amount of Planning Funds is determined by a base amount and then a formula based on the Kingsport Urban Area population as defined by the US Census Bureau, and then the Kingsport MTPO splits these funds with the LENOWISCO Planning District Commission (PDC); and

WHEREAS, this agreement defines the division of Planning Funds as well as the terms and responsibilities of the MTPO and PDC, the parties interlocal cooperation in these matters being authorized by Tenn. Code Ann. § 19-9-104 and Va. Code Ann. §§ 15.2-4205 & 15.2-4214...

Now therefore,

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

SECTION I. That the agreement with the LENOWISCO Planning District Commission, is approved as being authorized by the laws of the State of Tennessee and the Commonwealth of Virginia.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Agreement with the LENOWISCO Planning District Commission to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

Agreement between the City of Kingsport / Kingsport Metropolitan Transportation Planning Organization (MTPO)

and the LENOWISCO Planning District Commission (PDC)

WITNESSETH

THIS AGREEMENT, is made by and between the City of Kingsport, acting as the cognizant agency for the Kingsport Metropolitan Transportation Planning Organization, hereinafter referred to as the MTPO, and the LENOWISCO Planning District Commission, hereinafter referred to as the PDC. **WHEREAS**, the MTPO is the designated Metropolitan Planning Organization (MPO) for the Kingsport urban area in Tennessee and Virginia and is responsible for carrying out a comprehensive, cooperative, and continuing transportation planning process; and

WHEREAS, a portion of the MTPO Urban Area (UA) and Metropolitan Planning Area (MPA) extends from Tennessee into Virginia within the PDC coverage area and the MTPO and PDC receive Federal Highway Administration (FHWA) metropolitan planning (PL) funds through the Virginia Department of Transportation (VDOT) to conduct planning activities in that area; and

WHEREAS, the MTPO is empowered to serve as the lead planning and programming agency for its UA and MPA, and to this end the MTPO and the PDC agree to jointly carry out an ongoing continuing,

Item XI7.

cooperative, and comprehensive multimodal transportation planning process that fully considers the planning factors required by applicable laws and regulations; and

WHEREAS, that MTPO and PDC are permitted to enter into this agreement which establishes interlocal cooperation as such is explicitly authorized by Tenn. Code Ann. § 12-9-104 and Va. Code Ann. §§ 15.2-4205, 15.2-4214, both parties being political subdivisions of their respective jurisdictions and the powers exercised hereunder MTPO and PDC each possess individually; and

WHEREAS, 23 CFR § 420.117(a) requires that VDOT shall monitor all activities performed by its staff or by sub- recipients with FHWA planning and research funds, as dispersed by VDOT, to ensure that the work is being managed and performed satisfactorily and that time schedules are being met. NOW THEREFORE, it is agreed as follows:

AGREEMENT

Article 1. Agreement Period

A. This agreement is effective beginning July 1, 2024. The MTPO and PDC shall not continue their obligations under this agreement if the Governors' designation of the MPO is withdrawn, if federal funds cease to become available, or if the agreement is terminated.

B. This agreement shall be reviewed every five (5) years or as needed, such as when a new transportation funding bill is passed by the United States Congress, and/or when new federal regulations are published by FHWA, by the respective agencies' signatories, or their applicable designees or proxies. If all terms and conditions of this agreement remain viable and no amendment to the existing agreement or a new agreement is required, the agreement will auto renew annually.

C. All parties to this agreement shall comply with applicable local, state, and federal requirements necessary to carry out the provisions of this agreement.

D. Either party may terminate this agreement for convenience by providing a 180-day written notice. The written notice must be sent to the other party with copies issued to VDOT and the Tennessee Department of Transportation (TDOT). If a party terminates this agreement, the terminating party forfeits their portion of Virginia FHWA PL funds and any carryover funds. At the end of the fiscal year in which this agreement is terminated, this agreement will become null and void and 100% of the Virginia FHWA PL funds for the Kingsport MTPO/LENOWISCO PDC area will go to the remaining party.

Article 2. Responsibilities of the MTPO and PDC

A. Virginia FHWA PL funds will be shared at a split of 70% to the PDC and 30% to the MTPO. Any unused funds will remain with the MTPO/PDC as programmed and will carryover according to VDOT's process. If the base amount or available funding changes, regardless of increase or decrease, the split will remain the same (70% PDC / 30% MTPO).

B. Virginia FHWA PL funds will be used to carry out tasks as defined in the prevailing approved and active Unified Planning Work Program (UPWP).

C. Continue to provide separate quarterly invoices and progress reports to VDOT according to VDOT's process.

D. Document annual planning activities in a UPWP to indicate who will perform the work, the schedule for completing the work, and all products or deliverables that will be produced, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds.

E. Use funds to develop and maintain a comprehensive regional transportation planning program in conformity with the requirements of 23 U.S.C. § 134, and 49 U.S.C. § 5303.

F. Develop, adopt, and periodically review a Long-Range Transportation Plan (LRTP), a Transportation Improvement Program (TIP), and a Unified Planning Work Program (UPWP) for the MPA, consistent with applicable federal laws.

G. Develop, adopt, and periodically review other transportation planning documents as deemed appropriate (plans, programs, studies, etc.).

H. Assemble and maintain an adequate, competent staff with the knowledge and experience necessary to perform all appropriate MTPO/PDC activities as required by law.

I.Acquire, forecast, and maintain appropriate socio-economic, roadway, and travel data on a timely basis, in cooperation with VDOT.

J. Prepare all required plans, programs, reports, and data, and obtain all required certifications in a timely manner.

THIS AGREEMENT IS EXECUTED by the City of Kingsport, acting as the cognizant agency for the Kingsport MTPO, and the LENOWISCO PDC.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the

material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of June, 2024.

ATTEST:

PATRICK W. SHULL, MAYOR

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Agreement between the City of Kingsport / Kingsport Metropolitan Transportation Planning Organization (MTPO) and the LENOWISCO Planning District Commission (PDC)

WITNESSETH

THIS AGREEMENT, is made by and between the City of Kingsport, acting as the cognizant agency for the Kingsport Metropolitan Transportation Planning Organization, hereinafter referred to as the MTPO, and the LENOWISCO Planning District Commission, hereinafter referred to as the PDC.

WHEREAS, the MTPO is the designated Metropolitan Planning Organization (MPO) for the Kingsport urban area in Tennessee and Virginia and is responsible for carrying out a comprehensive, cooperative, and continuing transportation planning process; and

WHEREAS, a portion of the MTPO Urban Area (UA) and Metropolitan Planning Area (MPA) extends from Tennessee into Virginia within the PDC coverage area and the MTPO and PDC receive Federal Highway Administration (FHWA) metropolitan planning (PL) funds through the Virginia Department of Transportation (VDOT) to conduct planning activities in that area; and

WHEREAS, the MTPO is empowered to serve as the lead planning and programming agency for its UA and MPA, and to this end the MTPO and the PDC agree to jointly carry out an ongoing continuing, cooperative, and comprehensive multimodal transportation planning process that fully considers the planning factors required by applicable laws and regulations; and

WHEREAS, that MTPO and PDC are permitted to enter into this agreement which establishes interlocal cooperation as such is explicitly authorized by Tenn. Code Ann. § 12-9-104 and Va. Code Ann. §§ 15.2-4205, 15.2-4214, both parties being political subdivisions of their respective jurisdictions and the powers exercised hereunder MTPO and PDC each possess individually; and

WHEREAS, 23 CFR § 420.117(a) requires that VDOT shall monitor all activities performed by its staff or by subrecipients with FHWA planning and research funds, as dispersed by VDOT, to ensure that the work is being managed and performed satisfactorily and that time schedules are being met.

NOW THEREFORE, it is agreed as follows:

AGREEMENT

Article 1. Agreement Period

- **A.** This agreement is effective beginning July 1, 2024. The MTPO and PDC shall not continue their obligations under this agreement if the Governors' designation of the MPO is withdrawn, if federal funds cease to become available, or if the agreement is terminated.
- **B.** This agreement shall be reviewed every five (5) years or as needed, such as when a new transportation funding bill is passed by the United States Congress, and/or when new federal regulations are published by FHWA, by the respective agencies' signatories, or their applicable designees or proxies. If all terms and conditions of this agreement remain viable and no amendment to the existing agreement or a new agreement is required, the agreement will auto renew annually.
- **C.** All parties to this agreement shall comply with applicable local, state, and federal requirements necessary to carry out the provisions of this agreement.
- **D.** Either party may terminate this agreement for convenience by providing a 180-day written notice. The written notice must be sent to the other party with copies issued to VDOT and the Tennessee Department of Transportation (TDOT). If a party terminates this agreement, the terminating party forfeits their portion of Virginia FHWA PL funds and any carryover funds. At the end of the fiscal year in

which this agreement is terminated, this agreement will become null and void and 100% of the Virginia FHWA PL funds for the Kingsport MTPO/LENOWISCO PDC area will go to the remaining party.

Article 2. Responsibilities of the MTPO and PDC

- A. Virginia FHWA PL funds will be shared at a split of 70% to the PDC and 30% to the MTPO. Any unused funds will remain with the MTPO/PDC as programmed and will carryover according to VDOT's process. If the base amount or available funding changes, regardless of increase or decrease, the split will remain the same (70% PDC / 30% MTPO).
- **B.** Virginia FHWA PL funds will be used to carry out tasks as defined in the prevailing approved and active Unified Planning Work Program (UPWP).
- **C.** Continue to provide separate quarterly invoices and progress reports to VDOT according to VDOT's process.
- **D.** Document annual planning activities in a UPWP to indicate who will perform the work, the schedule for completing the work, and all products or deliverables that will be produced, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds.
- **E.** Use funds to develop and maintain a comprehensive regional transportation planning program in conformity with the requirements of 23 U.S.C. § 134, and 49 U.S.C. § 5303.
- F. Develop, adopt, and periodically review a Long-Range Transportation Plan (LRTP), a Transportation Improvement Program (TIP), and a Unified Planning Work Program (UPWP) for the MPA, consistent with applicable federal laws.
- **G.** Develop, adopt, and periodically review other transportation planning documents as deemed appropriate (plans, programs, studies, etc.).
- **H.** Assemble and maintain an adequate, competent staff with the knowledge and experience necessary to perform all appropriate MTPO/PDC activities as required by law.
- I. Acquire, forecast, and maintain appropriate socio-economic, roadway, and travel data on a timely basis, in cooperation with VDOT.
- J. Prepare all required plans, programs, reports, and data, and obtain all required certifications in a timely manner.

THIS AGREEMENT IS EXECUTED by the City of Kingsport, acting as the cognizant agency for the Kingsport MTPO, and the LENOWISCO PDC.

City of Kingsport		LENOWISCO PDC
Signature	-	Signature
Typed or Printed Name	-	Typed or Printed Name
Title	-	Title
Date	-	Date



AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-150-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:S. Bowman/L. PhillipsPresentation By:Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

As administered by State Departments of Transportation, each year the Federal Highway Administration (FHWA) provides Planning funds for Metropolitan Transportation Planning Organizations (MTPOs). Because the Kingsport MTPO includes a small portion of Scott County Virginia, the Virginia Department of Transportation (VDOT) allocates a portion of these funds for work the MTPO staff carries out in this area. For fiscal year 2025, the MTPO's allocation of Federal Planning funds from Virginia is \$22,546.96 Federal (80%), matched by \$2,818.37 from VDOT (10%) and \$2,818.37 from the City of Kingsport (10%), totaling \$28,183.70. Funds are allocated for this project in the FY25 budget. Staff recommends the Board approve the Resolution and Letter of Authorization accepting the Federal/State Planning funds from VDOT.

Attachments:

Resolution Letter of Authorization/Agreement

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2025; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

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

WHEREAS, the Letter of Authorization for fiscal year 2025 is in the amount of \$22,546.96; and the State of Virginia contributes \$2,818.37 to the Kingsport Area Metropolitan Transportation Planning Organization, which constitutes a total award of \$25,365.33; and

WHEREAS, matching funds in the amount of \$2,818.37 are required, which are accounted for during the annual budget process and will come from the approved FY2025 budget for the MPO.

Now therefore,

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

SECTION I. That Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$25,365.33 and requiring \$2,818.37 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2025, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a That Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$25,365.33 and requiring \$2,818.37 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2025 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, to deliver the letter and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the letter and this resolution, said agreement being as follows:

RE: FY-25 Letter of Authorization MPO PL, Federal and/or State Funding for Fiscal Year 2025 Kingsport Urbanized Area CFDA 20.205, Highway Planning and Construction FY-25 Pass-Through Entity Identifying Number: UPC 0000125289 Dear Ms. Phillips: As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2022, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2025 (July 1, 2024 to June 30, 2025).

These funds are to be used to finance the activities contained in the approved FY 2025 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2025 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-25		Grand Total of Support for FY-25 UPWP Activities
PL	\$22,546.96	\$2,818.37	\$25,365.33	\$2,818.37	\$28,183.70

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

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

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2024, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2025 UPWP will be satisfactorily addressed.

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

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

[Acknowledgements and Attachments Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Item XI8.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E. Commissioner 1401 East Broad Street Richmond, Virginia 23219

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

May 16, 2024

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

 RE: FY-25 Letter of Authorization MPO PL, Federal and/or State Funding for Fiscal Year 2025 Kingsport Urbanized Area CFDA 20.205, Highway Planning and Construction FY-25 Pass-Through Entity Identifying Number: UPC 0000125289

Dear Ms. Phillips:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2022, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2025 (July 1, 2024 to June 30, 2025).

These funds are to be used to finance the activities contained in the approved FY 2025 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2025 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total	Local	Grand Total of
			Reimbursable Amount for FY-25	Match	Support for FY-25 UPWP Activities
PL	\$22,546.96	\$2,818.37	\$25,365.33	\$2,818.37	\$28,183.70

Also, as required by the agreement, a listing of personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary. Ms. Lesley Phillips May 15, 2024 Page Two

Attact.

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

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2024, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2025 UPWP will be satisfactorily addressed.

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

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

Atust.		COMMONWEALTH OF VIRGINIA		
		DEPARTMENT OF TRAI	NSPORTATION	
By:		By:		
City Clerk	Date		Date	
		Marsha Fiol		
Approve as to form:		Transportation Mobility Planning Division Administrator		
By:				
City Attorney	Date			
		City of Kingsport on behalf of the Kingsport		
		MPO		
		Ву:		
		Signature	Date	

Attachment 1 - Certifications

Attachment 2 - Personnel and Salaries

Attachment 3 - Indirect Cost Certification Statement

Attachment 4 – Unique Entity Identifier (UEI) # & Place of Performance (POP) Information

Attachment 5 - USDOT 1050.2A Non-Discrimination Assurances (and Appendices A to E)

CERTIFICATION OF THE CITY OF KINGSPORT, TN

I hereby certify that I am the MTPO Coordinator of the City of Kingsport, TN, whose address is 415 Broad Street, Kingsport, TN 37660, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

Transportation Mobility Planning Division Administrator

PERSONNEL AND SALARIES

(This listing is to be prepared by CITY OF KINGSPORT, TN and submitted separately for confidentiality)

Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. <u>2 CFR 200, Appendix VII</u> outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

- Do not charge indirect costs. (You have completed the form.)
- Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

□ ⁻ No change in indirect cost allocation plan previously

submitted.

 \Box - Indirect cost allocation plan has been revised. (As soon as

possible and under separate cover, the MPO submits to their

VDOT project manager the new indirect cost allocation plan,

along with a brief explanation of the changes, for review and

approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to

cognizant agency)

- Section III: Indirect Cost Rate
 - \Box There will be no significant change in the indirect cost

rate _____% previously used. (Approved % rate must be provided here)

Provide copy of rate approval (from VDOT or other cognizant agency)

- There will be a significant change in the indirect cost rate

from that previously used. The proposed rate is _____%. (Proposed % rate must be provided here)

(As soon as possible and under separate cover, the MPO

submits to their VDOT project manager the new rate along

with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant

agency, please provide copy of documents submitted to cognizant agency)

CITY OF KINGSPORT, TN

By: _____Date: _____

Part A-Unique Entity Identifier (UEI) Number & Place of Performance (POP)

As part of the federal award reporting process, VDOT is required to provide FHWA the UEI Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

UEI# _____

POP (area in which the project will be completed/performed)

Location:_____

State:_____

Zip Code +4 _____

Part B-Point of Contact for Audit Information

As part of the sub-recipient monitoring process, VDOT will be requesting information regarding Schedule of Expenditures of Federal Awards, and reconciliation of payments received from our MPOs and PDCs. Please provide the point of contact for your organization who is responsible for providing audit information below.

Name:_____

Phone:_____

City of Kingsport, TN

By: _____Date:_____

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The *City of Kingsport, Tennessee* (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *the Federal Highway Administration and/or Federal Transit Administration*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et *seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

• 49 C.P.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);

• 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration and/or Federal Transit Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted *Federal-aid Highways and/or Public Transportation Programs:*

The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal-aid Highways and/or Public Transportation Programs* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Kingsport, Tennessee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- 3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
- 4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- 5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- 6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- 7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- 8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the City of Kingsport, Tennessee also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration and/or Federal Transit Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration and/or Federal Transit Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration and/or Federal Transit Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Kingsport, Tennessee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-aid Highways and/or Public Transportation Programs. This ASSURANCE is binding on the Commonwealth of Virginia, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-aid Highways and/or Public Transportation Programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

	City of Kingsport, Tennessee
	(Name of Recipient)
	by
	(Signature of Authorized Official)
Attest:	(Date)
By:	
City Clerk	Date
Approve as to form:	
Ву:	
City Attorney	Date

1050.2A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, and *the Federal Highway Administration and/or Federal Transit Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *the Federal Highway Administration and/or Federal Transit Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration and/or Federal Transit Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Federal Highway Administration and/or Federal Transit Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Item XI8.

1050.2A APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *City of Kingsport, Tennessee* will accept title to the lands and maintain the project constructed thereon in accordance with the *Virginia General Assembly*, the Regulations for the Administration of *Federal-aid Highways and/or Public Transportation Programs*, and the policies and procedures prescribed by the *Federal Highway Administration and/or Federal Transit Administration* of the U.S. Department of Transportation in accordance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *City of Kingsport, Tennessee* all the right, title and interest of the U.S. Department of Transportation in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *City of Kingsport, Tennessee* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *City of Kingsport, Tennessee*, its successors and assigns.

The *City of Kingsport, Tennessee*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *City of Kingsport, Tennessee* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

1050.2A APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

1050.2A

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

1050.2A

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Integrity Building Group, LLC, Related to the Miller Parke Phase 2 (formerly Phase 3) Development

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-177-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:D. Harris/J. WilliamsPresentation By:Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

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

Pursuant to this policy, the BMA entered into a Materials Agreement with Integrity Building Group, LLC, related to the Miller Parke Phase 2 (formerly Phase 3) Development, in the amount of \$58,858.82. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$52,384.53.

To date, including this development, the program has supported 1,535 new/proposed lots within the City of Kingsport.

Attachments:

- 1. Resolution
- 2. Closeout Worksheet
- 3. Location Map
- 4. As-Built Drawing

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George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO INTEGRITY BUILDING GROUP, LLC FOR MILLER PARKE PHASE 2 FORMALLY KNOWN AS PHASE 3

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Integrity Building Group, LLC entered into a Materials Agreement in the total amount of \$58,858.82, with the city for provision of certain water and sewer materials by the city for Miller Parke, Phase 2 formally known as Phase 3 as adopted by Resolution 2022-119; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$52,384.53 for Miller Parke, Phase 2; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Integrity Building Group, LLC in the amount of \$52.384.53 for Miller Parke, Phase 2, is approved.

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Materials Agreement

File No.: 2021-D23

Project:	Miller Parke Phase 2
Date:	June 18, 2024
Developer:	Integrity Building Group

Water Line

Item #	Item Description	Units	U/M	Price	Total
44999	8" x 20' C900 Pipe	43.00	Joints	\$557.60	\$23,976.80
42120	4' Bury Hydrant	1.00	each	\$1,997.00	\$1,997.00
42325	6" MJ Gate Valve	1.00	each	\$600.54	\$600.54
43031	8x8x6 Anchor Tee	1.00	each	\$182.03	\$182.03
42845	6" x 18" MJ Anchor Coupling	3.00	each	\$215.00	\$645.00
42335	8" MJ Gate Valve	1.00	each	\$956.53	\$956.53
41794	8" Plug w/ 2" Tap	1.00	each	\$90.70	\$90.70
Project #					
	Expense To:				
Project Total					\$28,448.60
Sales Tax				9.50%	\$2,702.62
	Total Cost Including Tax				\$31,151.22
_	Amount Paid and Receipted To:				
Contractor Paid					\$25,895.47
Sales Tax:				9.50%	\$2,460.07
	Total Cost Including Tax				\$28,355.54
	Sales Tax Adjustment				\$242.55
Water	Refund Due Developer				\$25,652.92



Materials Agreement

Project:	Miller Parke Phase 2	
Date:	June 18, 2024	
Developer:	Integrity Building Group	

File No.: 2021-D23

Sanitary Sewer

item #	Item Description	Units	U/M	Price	Total
45003	8" x 13' SDR-35 gsktd Sewer Pipe	98.00	Joints	\$149.80	\$14,680.40
45057	8" x 6" Tee Wye gsktd Sewer	40.00	each	\$57.80	\$2,312.00
45112	Manhole Frame & Covers JBS 1268	8.00	each	\$303.23	\$2,425.84
	Manhole Estimate	1.00	each	\$20,283.55	\$20,283.55
Project #	SW2257				
	Expense To:				
Project Total	452-0000-606-9003				\$39,701.79
Sales Tax	452-0000-207-0201			9.50%	\$3,771.67
	Total Cost Including Tax				\$43,473.46
	Amount Paid and Receipted To:				
Contractor Paid					\$27,856.88
Sales Tax:				9.50%	\$2,646.40
	Total Cost Including Tax				\$30,503.28
	Sales Tax Adjustment				\$1,125.27
Sewer	Refund Due Developer				\$26,731.61
				Total Refund	\$52,384.53

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

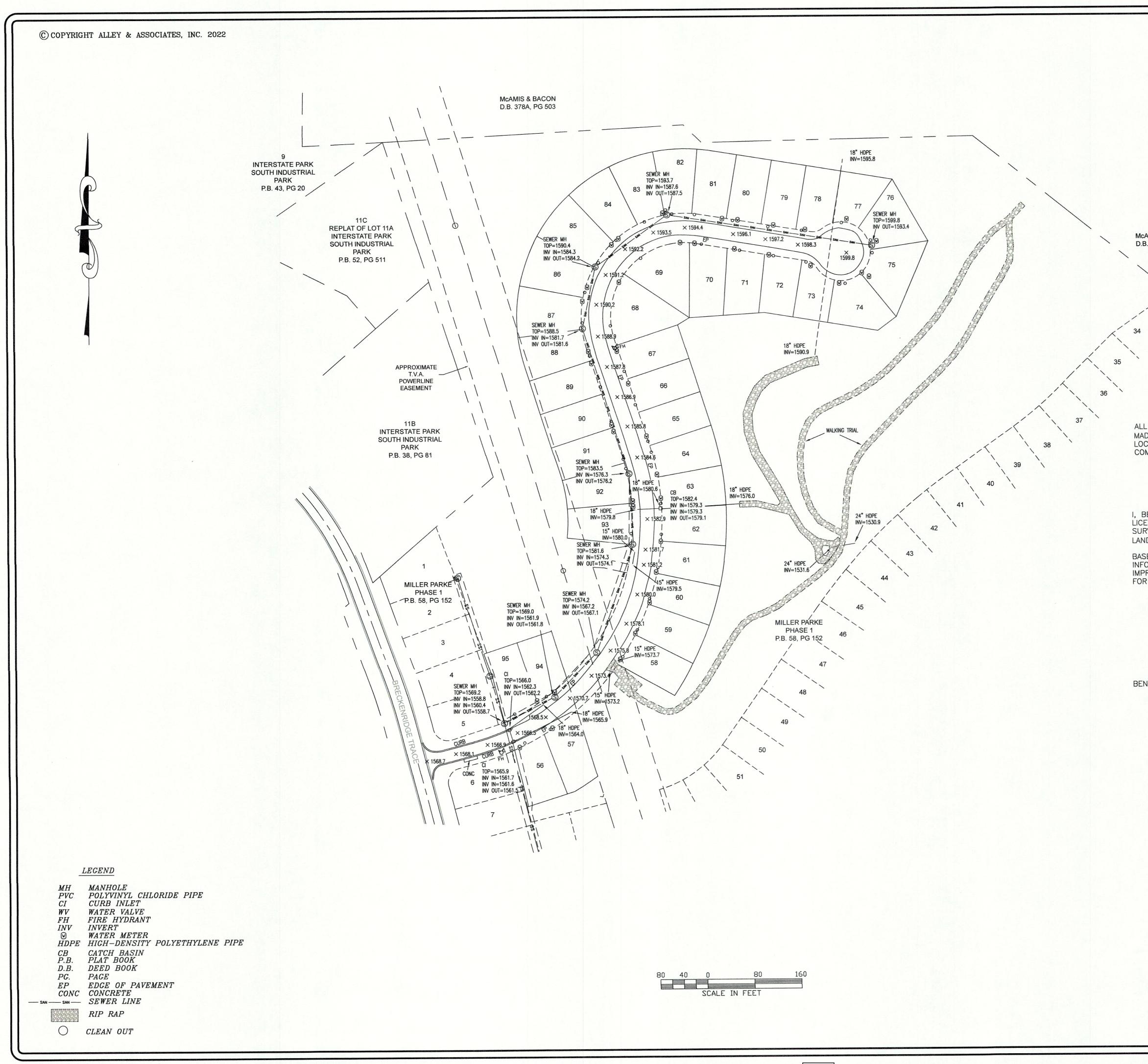
City of Kings
City of Kingsport Warehouse: Durch Nepomen
Date: 6/5/24
N 11 PM
City of Kingsport Inspector:
Date: 6/5/24
22K
Developer
Date: 6/6/24

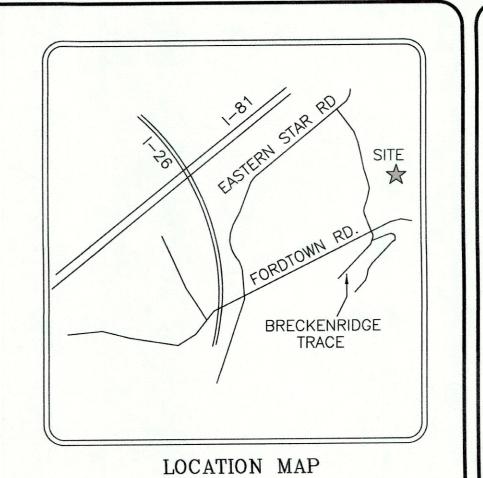


ArcGIS Web Map



Item XI9.





N.T.S.

McAMIS & BACON D.B. 378A, PG 503

ALL AS-BUILT INFORMATION IS BASED UPON A COMBINATION OF VISIBLE ITEMS MADE DURING FIELD OBSERVATION (I.E. MANHOLES VALVES, HYDRANTS, ETC.). LOCATIONS OF UNDERGROUND ITEMS ARE APPROXIMATE AND BASED UPON A COMBINATION OF UTILITY COMPANY FIELD MARKINGS AND DESIGN PLANS.

I, BENJAMIN W. JENKINS (TN PE #119843), HEREBY CERTIFY THAT I AM AN ENGINEER LICENSED IN THE STATE OF TENNESSEE. I HAVE REVIEWED THE INFORMATION BASED ON FIELD SURVEY DATA PROVIDED TO ME BY BRYAN SAUCEMAN, A STATE OF TENNESSEE REGISTERED LAND SURVEYOR (TN RLS #2846).

BASED ON THE AFOREMENTIONED SURVEY AND TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SANITARY SEWER, WATERLINE, & STORM SEWER IMPROVEMENTS SHOWN ON THIS PLAN FUNCTION AS INTENDED ON THE APPROVED DESIGN FOR THIS DEVELOPMENT.



BENJAMIN W. JENKINS, P.E.

I, BRYAN SAUCEMAN (RLS #2846), HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN THE STATE OF TENNESSEE. I HAVE LOCATED ALL VISIBLE, MANMADE WATERLINE AND SANITARY SEWER FEATURES SHOWN ON THIS PLAN ON NOVEMBER 5, 2022. I CERTIFY THE LOCATION, ELEVATION AND DESCRIPTION OF THESE FEATURES.

BRYAN SAUCEMAN, PLS ALLEY & ASSOCIATES, INC.

	E-MAIL: bsauceman@alleyassociates.com
KINGSPORT, TEI	/ / / / / FAX : (423) 392-8898
	7 TELEPHONE (423) 392–8896
MILTER PARKE.	/ // 243 E. MARKET STREET KINGSPORT, TENNESSEE 37660
STURM, SANITARY SEWER	
	ALLEY & ASSOCIATES, INC.

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AGENDA ACTION FORM

Consideration of a Resolution to Provide Funding to Networks for Engineering Expenses

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-171-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Chris McCarttPresentation By:Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

During the business meeting on May 7, 2024 the BMA approved AF-12-2024 (attached) authorizing the City to fund, per the interlocal agreement, \$216,070 to Networks for the purchase of real property located on Airport Parkway. Per the attached letter from Networks dated 12/22/2023, the total amount needed by Kingsport is actually \$341,000. The difference from what was approved is \$124,930 which is Kingsport's share of the site engineering costs (attached). Funding from the partners will fund the design for the concept noted as "Area #2 - Option #2".

Approval of this resolution will authorize the City to provide funding in the amount of \$124,930 to Networks. This action combined with what was authorized on May 7, 2024 brings the total amount to \$341,000.

Funding is available in 110-1005-405.80-72.

Attachments:

- 1. Resolution
- 2. AF-12-2024
- 3. Letter
- 4. Engineering Report

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Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION AUTHORIZING AN ADDITIONAL PAYMENT TO NETWORKS SULLIVAN PARTNERSHIP FOR THE ACQUISITION 40 ACRES OF REAL PROPERTY BEING TAX MAP 094 PARCEL 014.50 SITUATED ALONG OR NEAR AIRPORT PARKWAY

WHEREAS, on May 7, 2024, the board approved a resolution (Resolution No. 2024-250) authorizing the city to fund \$216,070.00 to NETWORKS for the purchase of 40 acres of real property being Tax Map 094 Parcel 014.50 situated along or near Airport Parkway (the "property") which NETWORKS intends to develop for the benefit of the partnership members; and

WHEREAS, city was notified by NETWORKS that an additional \$124,930.00 was need for related engineering studies associated with the acquisition of property being Tax Map 094 Parcel 014.50; and

WHEREAS, pursuant to the bylaws of NETWORKS, city is responsible for 31% of the annual operating budget as well as a corresponding share of any accounts established for development projects as approved by NETWORKS; and

WHEREAS, this resolution authorizes the city to fund NETWORKS an additional payment of \$124,930.00 for related engineering studies, for a total of \$341,000.00.

Now therefore,

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

SECTION I. That the board incorporates herein by reference and adopts the findings set forth above.

SECTION II. That the board authorizes payment of \$124,930.00 to NETWORKS for related engineering studies associated with the acquisition of property being Tax Map 094 Parcel 014.50 and will appropriate funds to fulfill this obligation.

SECTION III. That the board authorizes any and all actions by the city which are necessary and proper to effectuate the purpose of this resolution.

SECTION VI. That the board finds that the expenditure of any funds pursuant to this resolution is for the public purpose of economic development or industrial development, is in the public interest, and will promote the health, comfort, and prosperity of the citizens of the city.

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

ADOPTED this the 18th 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 Authorizing Payment to NETWORKS Sullivan Partnership for the Acquisition of Real Property

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-12-2024 Work Session: May 6, 2024 First Reading: NA Final Adoption:May 7, 2024Staff Work By:McCarttPresentation By:Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

In April 2021 the Sullivan County Commission, at the request of NETWORKS, issued \$4.0M in debt for an economic development project on the eastern end of Sullivan County (Bristol). At that same time, a commitment was made to fund an economic development project on the western end of the county, should one be identified.

On 9/6/2022, NETWORKS <u>successfully bid \$697,000</u> for 40 acres of property owned by the Kingsport Economic Development Board (KEDB), located on Airport Parkway (Sullivan County Tax Map 094 Parcel 014.50), with the intent to develop the site. The property was secured through an option with the intent to purchase once funding was made available by the NETWORKS partners (Kingsport, Bristol, Bluff City, and Sullivan County).

Approval of this resolution, which is in alignment with the interlocal agreement, authorizes the City of Kingsport to fund NETWORKS \$216,070 (31% of the total purchase price) for our share of the purchase price. Since this property was initially purchased by KEDB, we recommend deducting \$216.070 from their FY25 allocation. The remaining amount received from the sale of this property, \$480,930, will be used by KEDB to support future economic development projects.

Funding is available in 110-1005-405.80-72.

Attachments:

1. Resolution 2. Site Map

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Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

Item XI10.



A Joint Economic Development Partnership of Bluff City, Bristol, Kingsport and Sullivan County, Tennessee

December 22, 2023

Chris McCartt City Manager City of Kingsport (423) 229-9400

RE: Purchase and Engineering Costs of Airport Parkway Property

Dear. Mr. McCartt:

NETWORKS Sullivan Partnership kindly request to be placed on the agenda at the next regularly scheduled meeting of the Kingsport Board of Mayor and Alderman so that I may address the board in relation to NETWORKS Sullivan Partnership's current property development initiative. NETWORKS Sullivan Partnership has approved the purchase of some 40+/- acres located on Airport Parkway currently owned by the Kingsport Economic Development Board. The property will ultimately be improved and developed for industrial purposes that will create new jobs and generate additional tax revenue.

Per NETWORKS Sullivan Partnership's organizational structure, and corresponding interlocal government finance agreement, all debt incurred by NETWORKS will be shared by the municipal funding partners using the predetermined funding formula. Kingsport's portion of that funding obligation is equivalent to 31%, with Sullivan County providing 51%, City of Bristol at 17%, and the City or Bluff City at 1%.

While our estimates are that completing this project – from purchase to design and preparation of two pad-ready sites – are as much as \$4 million, we are only seeking funding for the initial purchase and engineering studies at this juncture. The estimated costs for the purchase and site engineering services will not exceed \$1.1 million. NETWORKS will seek the remaining funding at a future date as we pursue state grant dollars for site development activities. By completing the land purchase and engineering work as described, we will be able to seek such grants.

NETWORKS Sullivan Partnership requests that the Kingsport Board of Mayor and Alderman appropriate \$341,000 for the property purchase and related engineering studies. NETWORKS Sullivan Partnership is making like requests of the Sullivan County Commission, City of Bristol City Council, and Bluff City City Council to appropriate their respective shares. The corresponding financial obligations for each partner are as followed:

- Sullivan County: \$561,000 (51%)
- City of Kingsport: \$341,000 (31%)
- City of Bristol, TN: \$187,000 (17%)
- City of Bluff City: \$11,000 (1%)

Thank you for consideration of this matter. Please advise me of any questions you have and confirm our place on your next meeting's agenda.

Sincerely,

Clay Walker, CEcD Chief Executive Officer

Blountville, TN 3761

Item XI10.

Email: cwalker@networkstn.com



Airport Area Industrial Sites Due Diligence Study

Kingsport, TN Kingsport Economic Development Board June 2021







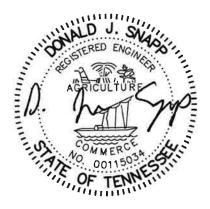


City of Kingsport Airport Area Industrial Sites Due Diligence Study

Prepared for: City of Kingsport Economic Development Board 225 West Center St. Kingsport, TN 37660

Prepared by:

Mattern & Craig 429 Clay Street Kingsport, TN 37660



Project No. 4146 June 11. 2021 Item XI10.

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I. EXECUTIVE SUMMARY & RECOMMENDATIONS

The Kingsport Economic Development Board has commissioned a Due Diligence Study for three (3) separate areas, consisting of parcels 14.50, 14.65, and 15.00, along S.R. 357 near Tri-Cities Airport in Sullivan County, TN. The purpose of this study is to collect the analysis and input of various consultants/utilities and summarize the economic viability and potential for the development of said parcels. Contents of this study constitute a basis for the marketing of the parcels, associated development costs, as well as the basis for future grant and loan opportunities.

Three separate areas were investigated, referred to as "Area #1", "Area #2", and "Area #3" respectively, to best service any perspective tenant's property needs. Estimated development costs are as follows: Area #1 (Option #1) - \$1,627,000 for 10.01 acres of pad ready site, Area #2 (Option #1) - \$1,890,000 for 15.13 acres of pad ready site, Area #2 (Option #2) - \$2,522,000 for 20.56 acres of pad ready site, Area #3 has been determined to be undevelopable as far as industrial clients are concerned due to accessibility and the slope of the terrain. Area #3 provides limited developable space for even residential type development and is discussed further in the following report. Due to the ability to utilize partially constructed existing entrances, median openings, and the availability of required utilities we recommend Areas #1 and #2 as the most economical and favorable sites for development of pad ready sites. The proximity of these sites to Tri-Cities Regional Airport and Interstate 81 provide many economic benefits to any future tenants.

In conclusion, Mattern & Craig recommends pursuing funding opportunities to develop the pad ready sites included in Area #1 – Option #1 (\$1,627,000) and Area #2 – Option #2 (\$2,522,000) conceptually shown and discussed in the following report. These activities would enhance the usability of Areas #1 and #2 and create several developable sites along the S.R. 357 corridor. Developable industrial sites of this size are in high demand by small to medium sized industrial tenants which could directly support other larger industrial clients located at the newly constructed Aerospace Park at Tri-Cities Regional Airport.

Project Exhibits, including conceptual layouts and cost itemizations accompany this study.



-1-

II. INTRODUCTION AND BACKGROUND

Areas #1, #2, and #3, located along the S.R. 357 corridor in Kingsport, Sullivan County, Tennessee, between the Interstate 81 (approximately 1.5 miles) and the Tri-Cities Regional Airport (approximately 0.5 miles), has been owned since 1988 by The Industrial Development Board of Kingsport, TN "KEDB", or some subsidiary thereof.

In years past the areas of study have been developed to some extent with utility upgrades to service other industrial park clients in the area. These developments have some implied benefits to the current areas of study in the fact that needed utilities are readily available near the said properties. There was a previous grading plan completed for portions of Areas #1 and #2 in 1991 titled "Construction Plans for Northeast Tennessee Business Park (Phase 2)". These plans were never implemented and in 1997 a new grading/development plan for "Cofap", currently LeClerc Foods, included various grading activities completed on portions of Area #1 to obtain one existing pad ready site as well as multiple stormwater management facilities that serve the existing industrial clients in the area. These activities have encumbered portions of Area #1 with the associated stormwater management facilities and required easements.

The entire study area consists of approximately 152 acres divided over the three areas. With Area #1 including 48 acres, Area #2 including 42 acres, and Area #3 including 62 acres.

The study herein provides basic information on the costs to upgrade and/or improve the existing infrastructure within the study area to accommodate future tenants. <u>Please be aware that the cost estimate assumptions and information should be considered as a very conservative estimate given the preliminary nature of the study and for those reasons a 20% contingency has been included in the cost estimates.</u>



III. AREA #1 EVALUATION

A. AREA #1 EVALUATION AND CONCEPTUAL LAYOUT DISCUSSION

Area #1 was evaluated and a conceptual plan (Section VIII, Exhibits EX 1 - EX 1C) and associated costs developed to quantify the efforts to grade the site to usable property as well as provide industrial roadway access and preliminary utility services. Due diligence associated with Area #1 for the purposes of this report, includes; gathering existing data related to utilities, easements, and previous studies, preliminary utility service due diligence, conceptual pad/grading layouts, and conceptual industrial access. Site visits were conducted on Tuesday, February 23rd and Thursday, April 15th to investigate the site and grading scope.

Area #1 - Conceptual Layout (Section VIII, Exhibits EX 1-EX 1C) shows existing easements, buildings, stormwater management areas, utilities, existing pad ready sites, as well as proposed features, preliminarily sized stormwater management areas, and grading required to develop the site into useable property for the purposes of industrial development.

The existing pad ready site on the western end of the property is somewhat encumbered due to an existing 10' wide stormwater easement that serves the Leclerc Foods facility as well as a 15' wide drainage easement that serves the Bimbo Bakeries facility. These easements convey stormwater to the existing detention pond and stormwater management facility to the east of said industries.

Gammon Creek bisects the eastern side of the property near S.R. 75 rendering a portion of the site undevelopable due to setbacks required by TDEC. Various sanitary sewer utilities also encumber portions of Area #1. Two City of Kingsport gravity sewer lines bisect the property, one in the east/west direction and one in the north/south direction. It is recommended these sewer lines be relocated to allow full development of the pad ready site as shown on Exhibit EX 1C. Johnson City Sewer also owns a sewer line that traverses the eastern section of the property, this line is not considered an encumberment in itself as it appears to be located adjacent to Gammon Creek in an area unsuitable for development. The City of Kingsport also operates a sanitary sewer pump station and associated force main that traverses the eastern portion of the property, this line is also not considered an encumberment itself as it appears to be located adjacent to Gammon Creek as well. All existing utilities are shown in assumed locations per GIS mapping and various design plans for previously constructed utility and development projects. Full survey of the site is recommended to verify all utility locations.

Utilities contacted and coordinated with for Area #1 include Bristol Tennessee Essential Services (Power), Kingsport Water Services Division (Water & Sewer), Charter Communications (all communications), and Atmos Energy (Natural Gas). All utilities are readily available, including 3-phase power, near the site, but would have to be extended to the newly graded pad ready sites. Power and communications have both indicated the desire to only run conduits for future use during the initial stage of development due to the unknown nature of any perspective tenants. Once a tenant developed a particular site then actual calculated power and communications required could be addressed and needed cables loaded in the previously installed conduits. Power, natural gas, water, and communications would all provide service from their "backbone" infrastructure along S.R. 357 for Area #1. Sanitary sewer would provide service along the relocated gravity line that would traverse the southern edge of the proposed pad.



-3-

Industrial access to Area #1 is proposed to utilize the current entrance to the property located on S.R. 75. This entrance is proposed to be extended as a "frontage road" along the south side of S.R. 357 as shown in Exhibit EX 1C to serve one larger or multiple separate industrial clients within the overall pad ready site. A modified industrial access typical section that only has sidewalk on one side of the road is proposed (Section VIII, Exhibit EX-4) as compared to the City of Kingsport's standard industrial access typical section due to the fact there will be no possibility of future development on the north side of the industrial access road. This modified typical section will also allow the pad ready site acreage for Area #1 to be maximized and development cost minimized. All industrial access roadway grades are limited to a 5% maximum within Area #1.

Additional access points to the site along S.R. 357 were investigated with the TDOT Region 1 Traffic Office. A new industrial access road was proposed for consideration near the existing gravel median crossing approximately 200' west of the S.R. 75 off ramp on S.R. 357. Due to the controlled access along S.R. 357 and the proximity of the off ramp to the proposed industrial access road, TDOT denied a request for initial approval of such alternative. This limits the access to the property to include entrances from either S.R. 75 to the east or Harry Steadman Drive to the west. Access from Harry Steadman Drive is deemed uneconomical and not feasible due to the elevation differences between the proposed pad site and access road tie points. Access from Harry Steadman Drive is also blocked by the existing pad ready site on the western end of Area #1 and the Bimbo Bakeries Property.

B. OPTION #1 (MASS GRADING WITH LIMITED UTILITES)

The total developable area obtained with the conceptual grading plan presented for Area #1 – Option #1 (Section VIII, Exhibit EX 1C) consist of 10.01 acres. It is noted this area could be increased somewhat with the use of retaining walls to suit the specific needs of future industrial clients. The access road proposed with Option #1 consist of extending the existing entrance approximately 1,080 feet to the eastern edge of the pad ready site (the access road with this option would stop where the blue shading starts as shown on Exhibit EX 1C). The terminus of the access road would be left "open" without a cul-de-sac to allow for flexibility with future final development of Area #1.

Option #1 leaves maximum flexibility for the future development of the Area to specifically suit a particular tenant. Water, natural gas, communications, and 3-phase power utilities would not be installed to the pad ready site with this option. Needed utilities could be extended with minimal additional effort from their current locations along S.R. 357 on an as needed basis once a tenant commits to fully develop the site for their use. The access roadway with this option would only provide access to the overall area of Pad #1 and not interfere with any future utility extensions to serve future tenants.

All grading activities associated with Area #1 were developed to obtain a "balanced site" within the boundaries of the area. A fill factor of 1.1 was utilized to account for shrink and swell of excavated earth material. Although there have been no geotechnical investigations carried out on the area at this time, it was assumed that rock excavation would account for 5% of the total excavations on the site for planning purposes. 5% is deemed a reasonable estimate due to the fact there is little visible rock within Area #1.



-4-Item XI10. Additional areas outside of the conceptual grading plan shown do exist within Area #1, labeled "Potential Pad Site #2" (Section VIII, Exhibit EX 1C). This area is on the south side of the property and adjacent to Bimbo Bakeries. The potential developable area for this site approaches 4.4 acres +/-. However, access to this potential site is severely restricted and cost prohibitive due to the terrain and adjacent developed areas. Any industrial access to this potential site from either S.R. 75 or Harry Steadman Drive would require the concession of developable area from either "Pad #1" or the "Existing Pad Ready Site" along Harry Steadman Drive.

It is recommended that a hydrologic/wetland determination be carried out in the Gammon Creek vicinity to determine the extents of the stream and potential wetland features. Other recommended engineering tasks outside of "basic engineering" include site geotechnical investigations and traffic impact studies once clients are determined/projected.

The estimated cost for development of Area #1 – Option #1 is \$1,627,000 and the estimated time of construction is 12 months. A detailed quantity and cost estimate can be found in Section VII, Table 1.

C. OPTION #1A (FULL ACCESS ROADWAY, CUL-DE-SAC, AND INITIAL UTILITIES TO PAD SITES)

The total developable area obtained with the conceptual grading plan presented for Area #1 - Option #1A (Section VIII, Exhibits EX 1 - EX 1C) consist of 9.07 acres. It is noted this area could be increased somewhat with the use of retaining walls to suit the specific needs of future industrial clients. The "extension" of the industrial access roadway, shown as the area shaded in blue on Exhibit EX 1C was developed with the insight that three (3) approximately 3-acre sites would be available for KEDB marketing purposes. The roadway extension is approximately 510 feet in length as shown and could be adjusted as needed to best serve any perspective clients.

Option #1A also includes additional utility development to each of the perspective 3 individual pad ready sites. These utilities would include water and gas stubbed out to the assumed property line of each lot from their current locations along the south side of S.R. 357 as well as the installation of conduits stubbed out to the assumed property line of each lot to be utilized for the future installation of 3-phase power and communications upon final development of the lots.

The estimated cost for development of Area #1 – Option #1A is \$2,191,000 and the estimated time of construction is 12 months. A detailed quantity and cost estimate can be found in Section VII, Table 2.

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IV. AREA #2 EVALUATION

A. AREA #2 EVALUATION AND CONCEPTUAL LAYOUT DISCUSSION

Area #2 was evaluated and conceptual plans (Section VIII, Exhibits EX 2 – EX 2F) and associated costs developed to quantify the efforts to grade the site to usable property as well as provide industrial roadway access and preliminary utility services. Due diligence associated with Area #2 for the purposes of this report, includes; gathering existing data related to utilities, easements, and previous studies, preliminary utility service due diligence, conceptual pad/grading layouts, and conceptual industrial access. Site visits were conducted on Tuesday, February 23rd and Thursday, April 15th to investigate the site and grading scope.

Area #2 - Conceptual Layouts (Section VIII, Exhibits EX 2-EX 2F) shows existing easements and utilities, as well as proposed features, preliminarily sized stormwater management areas, and grading required to develop the site into useable property for the purposes of industrial development.

Area #2 is bisected by various utilities and associated easements which partially encumber the site.

These utilities consist of the following:

- A 24" high pressure natural gas line owned and operated by Enbridge. Associated easement is 50' in width.
- A 8" high pressure natural gas line owned and operated by Enbridge. Associated easement is 50' in width.
- Primary underground electrical service to a residential adjacent property owner, owned and operated by AEP. Associated easement is 20' in width.
- Communication services to a residential adjacent property owner, owned and operated by Charter Communications. Installed in same utility easement as electrical service.

Relocation of these utilities would allow greater flexibility with the site; however, relocation is deemed cost prohibitive due to the high-pressure natural gas transmission line's criticality to natural gas service in northeast Tennessee and southwest Virginia.

Other encumberments on the site include an unnamed tributary to Fort Patrick Henry Reservoir. This tributary begins at the southern corner of Area #2 near the proposed stormwater management facility. It is recommended that a hydrologic/wetland determination be carried out on the unnamed tributary to determine the extents or existence of the assumed stream feature.

Utilities contacted and coordinated with for Area #2 include Appalachian Power (Power), Kingsport Water Services Division (Water & Sewer), Charter Communications (all communications), Enbridge (high-pressure natural gas transmission lines), and Atmos Energy (Natural Gas). All utilities are readily available, including 3-phase power, near the site, but would have to be extended to the newly graded pad ready sites. Power has indicated the desire to initially run a 3-phase "backbone" loop system throughout the needed service footprint of Area #2, and then actual service connections once specific tenant's needs are determined and a specific pad site occupied. Communications has indicated the desire to only run conduits for future use during the initial stage of development due to the unknown nature of any perspective tenants. Once a tenant developed a



-6-Item XI10. particular site then actual calculated communications required could be addressed and needed cables loaded in the previously installed conduits. Power, natural gas, water, sewer, and communications would all provide service from their "backbone" infrastructure along S.R. 357 for Area #2. Sanitary sewer services will also require the installation of a new lift station and associated force main near the proposed stormwater management facility to serve the entire industrial park contained within Area #2 as shown for any option. All existing utilities are shown in assumed locations per GIS mapping and various design plans for previously constructed utility and development projects. Full survey of the site is recommended to verify all utility locations.

Some existing aerial electrical infrastructure owned and operated by AEP along S.R. 357 will have to be relocated due to the Area #2 entrance and grading plans. Cost for these relocations are separated out in the cost estimate for Area #2 - Option #1 (Section VII, Table 3).

Access to Area #2 will require various coordination with TDOT. S.R. 357 in this particular area has controlled access which will require any potential roadway connection to obtain a TDOT permit to "break" the controlled access/ROW fence. Other requirements for the new entrance will include a traffic impact analysis as well as varies median opening upgrades and the installation of deceleration lanes along S.R. 357, see Section VIII, Exhibit EX 2B.

Any construction carried out within the easement for the high-pressure natural gas transmission lines would have to first be approved by Enbridge. It is our understanding that a certain amount of fill material can be placed on top of the high-pressure gas lines for road crossings. Additional investigations, to verify locations and constructability will need to be carried out during the actual site design phase for Area #2 in regards to the transmission lines. Enbridge's "Requirements for Construction Near Company Pipelines" (Section IX, Appendix A) has been included for reference.

B. OPTION #1 (MASS GRADING WITH LIMITED UTILITES)

The total developable area obtained with the conceptual grading plan presented for Area #2 - Option #1 (Section VIII, Exhibit EX 2 – EX 2B) consist of 15.13 acres, encompassing four (4) separate pads. It is noted this area could be increased somewhat with the use of retaining walls to suit the specific needs of future industrial clients. Industrial access to Area #2 - Option #1 is proposed to utilize the existing median openings on S.R. 357. An entrance is proposed to be extended into the site from S.R. 357 and terminate approximately 70' inside the ROW line for S.R. 357 and will provide limited access to Pads 2-4. The terminus of this access road would be left "open" without a cul-de-sac to allow for flexibility with future final development of Area #2. "rough graded" access to Pads 2 and 4 is included in the mass grading associated with this option, actual paved roadway would not be constructed to Pads 2 and 4. Cost for deceleration/turn lanes are included in the cost estimate (Section VII, Table 3) for Area #2 - Option #1.

An industrial access roadway to Pad #1 currently exist and no improvements are recommended to this access roadway at this time. However, it is noted that deceleration/turn lanes may be required on S.R. 357 at the entrance to Pad #1 once a tenant commits to the site and the Traffic Impact Analysis is completed.

All industrial access roadway grades are limited to a 5% maximum, with the exception of access to Pad #2. 5% grades are deemed reasonable for heavy industrial type developments. Due to the



-7-Item XI10. limited size of Pad #2 which tends to draw clients more in line with "Business Park" type developments or smaller industrial clients a 7% maximum grade was deemed reasonable to access this pad. "Roadway Extensions" as shown in the red and blue shaded areas on Exhibit EX 2B would not be constructed with Option #1, but will be discussed with Area #2 - Options #1A and #1B.

Utilities including water, natural gas, and communications (conduit only) would be stubbed out to the terminus of the proposed constructed industrial access road. This will allow future final development efforts to not have to obtain an additional TDOT permit to extend utilities to each individual pad. All needed utility work at the time of full development of each site would be encompassed within the boundaries of Area #2. 3-phase power could be installed during any phase of Option #1 due to it being installed in a "loop" throughout Area #2 rather than following the general access road layout. The required sanitary sewer pump station and associated sewer lines and force main could also be installed during any phase of Option #1. Both the sanitary sewer pump station and associated sewer lines and force main and 3-phase power have been included in the cost estimate (Section VII, Table 5) for Area #2 – Option #1B for the purposes of this report. This allows the most flexibility for initial development of the site financially.

All grading activities associated with Area #2 – Option #1 were developed to obtain a "balanced site" within the boundaries of the area. A fill factor of 1.1 was utilized to account for shrink and swell of excavated earth material. Although there have been no geotechnical investigations carried out on the area at this time, it was assumed that rock excavation would account for 10% of the total excavations on the site for planning purposes. 10% is deemed a reasonable estimate due to the fact there is various areas of visible rock within Area #2 as well as the major "cut" excavations involved with the site.

Additional areas outside of the conceptual grading plan shown do exist within Area #2 – Option #1, labeled "Potential Pad Site #5" (Section VIII, Exhibit EX 2B). This area is in the northern corner of Area #2. The potential developable area for this site approaches 3.4 acres +/-. However, access to this potential site is restricted due to the terrain and roadway slopes that would be required to access it from the proposed industrial access roadway as shown. Any industrial access to this potential site is recommend to begin with conversations concerning purchasing a portion of the adjacent property currently owned by Summers Taylor, Inc. This would allow for an additional entrance to Area #2, specifically "Potential Pad Site #5" at the existing median opening located directly in front of the potential site.

Other recommended and/or required engineering tasks outside of "basic engineering" include site geotechnical investigations, traffic impact studies, turn lane/median opening design, and stream/wetland determinations as mentioned above.

The estimated cost for development of Area #2 – Option #1 is \$1,890,000 and the estimated time of construction is 12 months. A detailed quantity and cost estimate can be found in Section VII, Table 3.



C. OPTION #1A (ROADWAY EXTENSION #1, CUL-DE-SAC, AND INITIAL UTILITIES TO PAD #2)

Similar to Area #1, there is opportunity to add to the scope of development for Area #2. The total developable area obtained with the conceptual grading plan presented for Area #2 – Option #1A (Section VIII, Exhibit EX 2B) remains at 15.13 acres overall. The pad layout remains consistent as well. The "extension" of the industrial access roadway, shown as the area shaded in red on Exhibit EX 2B and labeled "Roadway Extension #1" provides full industrial access as well as water, natural gas, street lighting, and communications utilities to Pad #2. It is noted 3-phase power and sanitary sewer infrastructure could be installed with Option 1A as needed, but are not included in the cost estimate (Section VII, Table 4) to maintain flexibility financially. The roadway extension is approximately 620 feet in length as shown and could be adjusted as needed to best serve any perspective clients.

The estimated cost for development of Area #2 – Option #1A is \$2,478,000 and the estimated time of construction is 18 months. A detailed quantity and cost estimate can be found in Section VII, Table 4.

D. OPTION #1B (ROADWAY EXTENSION #1 & #2, CUL-DE-SAC, AND INITIAL UTILITIES TO PAD #2 & #4)

There is opportunity to further add to the scope of development for Area #2. The total developable area obtained with the conceptual grading plan presented for Area #2 – Option #1B (Section VIII, Exhibits EX 2B) remains at 15.13 acres overall. The pad layout remains consistent as well. The "extension" of the industrial access roadways, shown as the areas shaded in red and blue on Exhibit EX 2B and labeled "Roadway Extension #1" and "Roadway Extension #2" provides full industrial access as well as water, sanitary sewer, natural gas, street lighting, 3-phase power, and communications utilities to Pads 1-4. Roadway Extension #1 is approximately 620 feet in length and Roadway Extension #2 is approximately 850 in length.

Option #1B includes additional utility development to each of the perspective four (4) individual pad ready sites. These additional utility developments would allow full utility service access to any perspective tenants at their respective lot line, in other words, all needed utilities would be available to each pad site within Area #2. This option is considered to be "full" infrastructure development of Area #2 and any future development of the site would be the sole responsibility of the tenant when they fully develop a pad site for their ultimate use.

The estimated cost for development of Area #2 – Option #1B is \$3,808,000 and the estimated time of construction is 18 months. A detailed quantity and cost estimate can be found in Section VII, Table 5.

E. OPTION #2 (MASS GRADING WITH LIMITED UTILITIES)

All existing utilities, easements, and observations remain the same for Area #2 – Option #2. Option #2 proposes an alternate conceptual grading plan to maximize pad area and minimize initial development cost. The total developable area obtained with the conceptual grading plan presented for Area #2 – Option #2 (Section VIII, Exhibits EX 2C – EX 2E) consist of 20.56 acres



-9-Item XI10. encompassing two (2) separate pads. Pad #1 consist of 5.38 acres of useable area and Pad #2 consist of 15.18 acres of usable space.

Industrial access to Area #2 – Option #2 is proposed to utilize the existing median openings on S.R. 357. An entrance is proposed to be extended into the site from S.R. 357 and terminate at the current ROW line for S.R. 357 and will provide limited access to Pad #2. The terminus of this access road would be left "open" without a cul-de-sac to allow for flexibility with future final development of Area #2. Cost for the required deceleration/turn lanes along S.R. 357 as shown on Exhibit EX 2E are included in the cost estimate (Section VII, Table 6) for Area #2 – Option #2.

Industrial access for Pad#1 will remain as it currently exists with Area #2 - Option #2, However, it is noted that deceleration/turn lanes may be required on S.R. 357 at this entrance once a tenant commits to the site and the Traffic Impact Analysis is completed. All industrial access roadway grades are limited to a maximum grade of 5% with this option.

Utilities including water, 3-phase power (conduit only), natural gas, and communications (conduit only) would be stubbed out to the terminus of the proposed constructed industrial access road. This will allow future final development efforts to not have to obtain an additional TDOT permit to extend utilities to each individual pad. All needed utility work at the time of full development of each site would be encompassed within the boundaries of Area #2. The required sanitary sewer pump station and associated sewer lines and force main could be installed during the initial "mass grading" phase or at final development of the site for Option #2, but, have not been included in the cost estimate (Section VII, Table 6) for Area #2 – Option #2 for the purposes of this report. This allows the most flexibility for initial development of the site financially. The total cost of the sanitary sewer infrastructure to serve Area #2 in its entirety is estimated at \$250,000.

All grading activities associated with Area #2 – Option #2 were developed to obtain a "balanced site" within the boundaries of the area. A fill factor of 1.1 was utilized to account for shrink and swell of excavated earth material. Although there have been no geotechnical investigations carried out on the area at this time, it was assumed that rock excavation would account for 10% of the total excavations on the site for planning purposes. 10% is deemed a reasonable estimate due to the fact there is various areas of visible rock within Area #2 as well as the major "cut" excavations involved with the site.

Other recommended and/or required engineering tasks outside of "basic engineering" include site geotechnical investigations, traffic impact studies, turn lane/median opening design, and stream/wetland determinations.

The estimated cost for development of Area #2 – Option #2 is \$2,522,000 and the estimated time of construction is 18 months. A detailed quantity and cost estimate can be found in Section VII, Table 6.

F. OPTION #2A (PAD #1 ONLY)

It is noted there is also the possibility of partial development of Area #2. This would involve only grading Pad #1 initially (Section VIII, EX 2D). This option will involve the construction of stormwater management facilities for the entirety of Area #2 which would be required due to the



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overall topography of Area #2. Grading only Pad #1 will also require approximately 21,000 cubic yards of borrow material to be utilized from the vicinity of Pads #3 and #4. Utility infrastructure costs are not included in this option due to the fact that all utilities are readily available from their current locations along the south side of S.R. 357, with the exception of sanitary sewer which would require the installation of the previously mentioned sanitary sewer pump station and associated sewer lines. It is also noted that relocations of AEP power poles along S.R. 357 would be required for this option and cost are included in the cost estimate.

The estimated cost for development of Area #2 – Option #2A (Pad #1 Only) is \$859,000 and the estimated time of construction is 12 months. A detailed quantity and cost estimate can be found in Section VII, Table 7.

G. OPTION #3 (BUSINESS PARK)

All existing utilities, easements, and observations remain the same for Area #2 – Option #3 (Section VIII, Exhibit EX 2F). Option #3 proposes an alternate "Business Park" style lot layout for Pad #2. This option would require the construction of additional roadway and cul-de-sac as well as utilities as shown shaded in blue and labeled "Optional Roadway Extension". The total developable area obtained with the conceptual business park plan presented for Area #2 – Option #3 consist of 19.71 acres encompassing two (2) separate pads with 5 total lots. Pad #1 contains one larger lot and Pad #2 contains four (4) lots varying in size from 1.44 acres to 5.31 acres.

The estimated cost for development of Area #2 – Option #3 is \$3,462,000 and the estimated time of construction is 18 months. A detailed quantity and cost estimate can be found in Section VII, Table 8.



V. AREA #3 EVALUATION

Area #3 was evaluated and a slope analysis developed (Section VIII, Exhibits EX 3 - EX 3C) to determine the property's constructability for both industrial and residential development as well as timber harvesting. Due diligence associated with Area #3 is more cursory in nature and for the purposes of this report, includes; gathering existing data related to utilities, easements, and previous studies, preliminary utility service due diligence, and site slope analysis. Site visits were conducted on Tuesday, February 23rd, Thursday, April 15th to investigate the site and its constructability as well as Tuesday, April 27th during which the entire site was walked.

Area #3 is considered to have minimal value in respects to timber harvesting. Upon the site investigation carried out on Tuesday, April 27th it was determined timber contained within Area #3 is of little value due to the immaturity and sparseness of the harvestable timber stand. It appears the site had been cleared in the past 50 years or so and used as pasture land. At some point since that time maintenance of that pasture land most likely stopped allowing the property to grow into its current state where it contains minimal mature timber.

Access to the site is confined to a small area on the southern end of the property that is adjacent to S.R. 357 and limited access through a residential neighborhood to the west of the property by way of Piercy Street. Both of these access points are not ideal for development of the property as any perspective access roadways would have extremely steep grades due to the topography in the immediate areas and have to traverse large portions of the overall site to get to any developable property.

Utilities including power, natural gas, communications, water, and sewer are available on the southern side of Area #3, although all utilities in this area would have to cross S.R. 357 to serve the site. The same utilities are available along Centenary Rd. with the exception of sanitary sewer. With any residential development on the north side of the property sanitary sewer service options would need to be investigated.

Developable property within Area #3 is limited and confined to the northeastern corner of the parcel. There are two (2) existing dilapidated barns in this portion of the property as well as what appears to be a small pond or water feature. There is approximately 15 acres +/- (approximately 25% of the overall parcel) that is considered suitable for residential development in this vicinity with shallow to moderate slopes as noted by the red, yellow, and green areas on the slope analysis (Section VIII, Exhibit EX 3C). Approximately 55% percent of the parcel is considered "steep" as noted by the darker purple colors, with slopes in excess of 24%. Cost tends to increase significantly with associated steep slopes due to the risk and more difficult work involved in developing the land. The remaining approximately 20% of the parcel consist of shallow to moderate slopes that are constrained by adjacent steep slopes which renders the vast majority of the site undevelopable.

The northeastern portion of Area #3 identified for residential development currently has no access from the north side of the property along Centenary Rd. It is recommended KEDB investigate options to purchase adjacent property along Centenary Rd. to acquire access to the potential residential development area. There are several possible occupied residential lots that would require residents to be bought out to access the site as well as one vacant property where access could possibly be obtained with a willing seller. If efforts to purchase access are not economically



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feasible or unsuccessful it is recommended KEDB sale the property described and shown as Area #3 (Section VIII, Exhibit EXI) and utilize the proceeds for further development of Area #1 and Area #2.

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VI. UTILITY CONTACTS

Various utility service providers were contacted to determine the availability of services to the areas of study. Coordination efforts were conducted with the below contacts for each respective utility:

City of Kingsport Water & Sewer Chris Alley, PE Utilities Engineering Manager Water Services Division 423-224-2546 ChrisAlley@KingsportTN.gov

Appalachian Power Robert W. Arnold Manager Distribution System 423-578-2226 RWArnold@AEP.com

Thomas D. Hensley Customer Design Supervisor NE 423-578-2249 TDHensley@AEP.com

Enbridge (High Pressure Natural Gas)

Nelson Sharp Kingsport Area Operations 423-349-4121 EXT. 2025 (office) 423-817-1613 (cell) Nelson.sharp@enbridge.com

Bristol TN Essential Services (Power) David M. Hacker Supervisor of Electrical Engineering 423-793-5548 (office) <u>dhacker@btes.net</u>

Charter Communications Mark A. Taylor Mark.Taylor2@charter.com

Atmos Energy (Natural Gas) Isaiah Greer Isaiah.Greer@atmosenergy.com



SECTION VII (COST ESTIMATES)



TABLE 1 QUANTITY AND COST ESTIMATE

PROJECT:	AIRPORT AREA INDUSTRIAL SITES D AREA #1 - Option #1	UE DILIGENCE	COMM. NO: PAGE NO:	4146 1
LOCATION:	Mass Grading with Limited Utilities SR 357 NEAR TRI-CITIES AIRPORT	DECEO DU DIC	DATE:	21-May-21

SUMMARY BY: DJS

PRICES BY: DJS

CHECKED BY: RWB

1Mobil2Clear3Earth4Rock5Erosi6Seedi7Storn8Full I9Curb10Sidev11Storn12Storn13Sanit14Wate15Natur16Comp17Elect18Elect19Build	n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	LS AC CY CY AC AC LS SY LF SY LF EA LF	1 16.25 73,320 3,860 16.25 16.25 16.25 1 3,370 2,170 590 1,200 8 2,000	62,000.00 2,500.00 3.00 8.00 2,500.00 2,500.00 75,000.00 60.00 25.00 65.00 100.00 4,000.00	\$ \$ \$ \$	62,000 40,62 219,960 30,88 40,62 40,62 75,00 202,20 54,25 38,35
2Clear3Earth4Rock5Erosi6Seedi7Storn8Full I9Curb10Sidev11Storn12Storn13Sanit14Wate15Natur16Comm17Elect18Elect19Build10Storn	ring and Grubbing nwork Excavation ⁽²⁾ ion and Sediment Control ing/Restoration nwater Management Facility (Pond/Outlet) Depth Asphalt Pavement 0 & Gutter walk n Sewer n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	AC CY CY AC LS SY LF SY LF EA LF	16.25 73,320 3,860 16.25 16.25 1 3,370 2,170 590 1,200 8	$\begin{array}{r} 2,500.00\\ 3.00\\ 8.00\\ 2,500.00\\ 2,500.00\\ 75,000.00\\ 60.00\\ 25.00\\ 65.00\\ 100.00\end{array}$	\$ \$	40,62 219,96 30,88 40,62 40,62 75,00 202,20 54,25
2Clear3Earth4Rock5Erosi6Seedi7Storn8Full I9Curb10Sidev11Storn12Storn13Sanit14Wate15Natur16Comm17Elect18Elect19Build10Storn	ring and Grubbing nwork Excavation ⁽²⁾ ion and Sediment Control ing/Restoration nwater Management Facility (Pond/Outlet) Depth Asphalt Pavement 0 & Gutter walk n Sewer n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	AC CY CY AC LS SY LF SY LF EA LF	16.25 73,320 3,860 16.25 16.25 1 3,370 2,170 590 1,200 8	$\begin{array}{r} 2,500.00\\ 3.00\\ 8.00\\ 2,500.00\\ 2,500.00\\ 75,000.00\\ 60.00\\ 25.00\\ 65.00\\ 100.00\end{array}$	\$ \$	40,62 219,96 30,88 40,62 40,62 75,00 202,20 54,25
3Earth4Rock5Erosi6Seedi7Storn8Full I9Curb10Sidev11Storn12Storn13Sanit14Wate15Natur16Com17Elect18Elect19Build	nwork & Excavation ⁽²⁾ ion and Sediment Control ing/Restoration nwater Management Facility (Pond/Outlet) Depth Asphalt Pavement & Gutter walk n Sewer n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	CY CY AC LS SY LF SY LF EA LF	73,320 3,860 16.25 16.25 1 3,370 2,170 590 1,200 8	3.00 8.00 2,500.00 2,500.00 75,000.00 60.00 25.00 65.00 100.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	219,96 30,88 40,62 40,62 75,00 202,20 54,25
4Rock5Erosi6Seedi7Storn8Full I9Curb10Sidev11Storn12Storn13Sanit14Wate15Natur16Comp17Elect18Elect19Build	x Excavation ⁽²⁾ ion and Sediment Control ing/Restoration nwater Management Facility (Pond/Outlet) Depth Asphalt Pavement o & Gutter walk n Sewer n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	CY AC AC LS SY LF SY LF EA LF	3,860 16.25 16.25 1 3,370 2,170 590 1,200 8	8.00 2,500.00 2,500.00 75,000.00 60.00 25.00 65.00 100.00	\$ \$ \$ \$ \$ \$ \$	30,88 40,62 40,62 75,00 202,20 54,25
5Erosi6Seedi7Storm8Full I9Curb10Sidev11Storm12Storm13Sanit14Wate15Natur16Comm17Elect18Elect19Build10Storm11Storm12Storm13Sanit	ion and Sediment Control ing/Restoration nwater Management Facility (Pond/Outlet) Depth Asphalt Pavement & Gutter walk n Sewer n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	AC AC LS SY LF SY LF EA LF	16.25 16.25 1 3,370 2,170 590 1,200 8	2,500.00 2,500.00 75,000.00 60.00 25.00 65.00 100.00	\$ \$ \$ \$ \$	40,62 40,62 75,00 202,20 54,25
6Seedi7Storm8Full I9Curb10Sidev11Storm12Storm13Sanit14Wate15Natur16Comm17Elect18Elect19Build	ing/Restoration nwater Management Facility (Pond/Outlet) Depth Asphalt Pavement & Gutter walk n Sewer n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	AC LS SY LF SY LF EA LF	16.25 1 3,370 2,170 590 1,200 8	2,500.00 75,000.00 60.00 25.00 65.00 100.00	\$ \$ \$ \$	40,62 75,00 202,20 54,25
7Storn8Full I9Curb10Sidev11Storn12Storn13Sanit14Wate15Natur16Comm17Elect18Elect19Build	nwater Management Facility (Pond/Outlet) Depth Asphalt Pavement & Gutter walk n Sewer n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	LS SY LF SY LF EA LF	1 3,370 2,170 590 1,200 8	75,000.00 60.00 25.00 65.00 100.00	\$ \$ \$	75,00 202,20 54,25
8Full I9Curb10Sidev11Storm12Storm13Sanit14Wate15Natur16Comm17Elect18Elect19Build	Depth Asphalt Pavement a & Gutter walk n Sewer n Sewer Structures tary Sewer Line Relocation erline (1)	SY LF SY LF EA LF	3,370 2,170 590 1,200 8	60.00 25.00 65.00 100.00	\$ \$ \$	202,20 54,25
9Curb10Sidev11Storn12Storn13Sanit14Wate15Natur16Comm17Elect18Elect19Build	b & Gutter walk n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	LF SY LF EA LF	2,170 590 1,200 8	25.00 65.00 100.00	\$ \$	54,25
10Sidev11Storm12Storm13Sanit14Wate15Natur16Comm17Elect18Elect19Build	walk n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	SY LF EA LF	590 1,200 8	65.00 100.00	\$	
11Storn12Storn13Sanit14Wate15Natur16Comm17Elect18Elect19Build	n Sewer n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	LF EA LF	1,200 8	100.00		38,3
12Storn13Sanit14Wate15Natur16Comm17Elect18Elect19Build	n Sewer Structures tary Sewer Line Relocation erline ⁽¹⁾	EA LF	8		15	100.00
13Sanit14Wate15Natur16Comini17Elect18Elect19Build	tary Sewer Line Relocation	LF		4.000.00		120,00
14Wate15Natur16Comm17Elect18Elect19Build	erline ⁽¹⁾		2 000 1		\$	32,0
15Natur16Common17Elect18Elect19Build			2,000	120.00	\$	240,0
16Comm17Elect18Elect19Build	(1)	LF		45.00	\$	
16Comm17Elect18Elect19Build	ral Gas ⁽¹⁾	LF	-	30.00	\$	
17Elect18Elect19Build	munications ⁽¹⁾	LF	-	30.00	\$	34
18 Elect 19 Build	trical (Industrial Park 3-Phase) ⁽¹⁾	LF		50.00	\$	-
19 Build	trical (Street Lighting)	LS	1	40,000.00	\$	40,0
REL	ding Demo	LS	1	50,000.00	\$	50,0
REL	ROUNDED SUBTOTAL			\$	1,237,0	
	ATED COSTS					
	ingency 20%	LS	1	\$ 248,000	\$	248,0
21 Basic	c Engineering 9%	LS	1	\$ 112,000	\$	112,0
	r Engineering (Geotech, Traffic Study,			\$ 30,000	\$	30,0
	rologic Determination)	LS	1		1	
23 Cons	struction Inspection ⁽³⁾	LS	1	\$ -	\$	3
			SUBTOTAL R	ELATED COSTS	\$	390,0
			DOVEMENTS	PROJECT COSTS	\$	1,627,0

(1) Not installed in mass grading phase (Option #1)

(2) Rock Excavation assumed at 5% of total Excavation
(3) Assumed City of Kingsport will perform inspection services

Item XI10.

M&C Form #107C

TABLE 2 QUANTITY AND COST ESTIMATE

PROJECT:	AIRPORT AREA INDUSTRIAL SITES AREA #1 - Option #1A Full Access Roadway, Cul-de-sac, and In		COMM. NO: PAGE NO:	4146 1
LOCATION: SUMMARY BY:	SR 357 NEAR TRI-CITIES AIRPORT	PRICES BY: DJS		21-May-21 ED BY: RWB

ГЕМ	DESCRIPTION	UNIT	QUAN.	UNIT COST		TOTAL
0	DNSITE CONSTRUCTION IMPROVEMENTS					
1 N	Mobilization 5%	LS	1	83,000.00	\$	83,000
2 (Clearing and Grubbing	AC	16.25	2,500.00	\$	40,625
	Earthwork	CY	73,320	3.00	\$	219,960
4 F	Rock Excavation ⁽²⁾	CY	3,860	8.00	\$	30,880
5 E	Erosion and Sediment Control	AC	16.25	2,500.00	\$	40,625
6 S	Seeding/Restoration	AC	16.25	2,500.00	\$	40,625
7 S	Stormwater Management Facility (Pond/Outlet)	LS	1	75,000.00	\$	75,000
	Full Depth Asphalt Pavement	SY	5,890	60.00	\$	353,400
	Curb & Gutter	LF	3,280	25.00	\$	82,000
10 S	Sidewalk	SY	980	65.00	\$	63,700
11 8	Storm Sewer	LF	1,700	100.00	\$	170,000
12 S	Storm Sewer Structures	EA	14	4,000.00	\$	56,000
13 S	Sanitary Sewer Line Relocation	LF	2,000	120.00	\$	240,00
	Waterline	LF	880	45.00	\$	39,60
15 N	Natural Gas	LF	980	30.00	\$	29,40
16 (Communications ⁽¹⁾	LF	1,000	30.00	\$	30,00
17 E	Electrical (Industrial Park 3-Phase) ⁽¹⁾	LF	400	50.00	\$	20,00
18 E	Electrical (Street Lighting)	LS	1	60,000.00	\$	60,00
19 E	Building Demo	LS	1	50,000.00	\$	50,00
			ROUN	DED SUBTOTAL	\$	1,675,00
		T	Koen		, the second sec	
F	RELATED COSTS	±				
20	Contingency 20%	LS	1	\$ 335,000	\$	335,00
	Basic Engineering 9%	LS	1	\$ 151,000	\$	151,00
21 E	Other Engineering (Geotech, Traffic Study,			- ,		
	Hydrologic Determination)	LS	1	\$ 30,000	\$	30,00
	Construction Inspection ⁽²⁾	LS	1	\$ -	\$	R
23						
			SUBTOTAL I	RELATED COSTS	\$	516,00
	TOTAL ESTIMATED ONS	ITE IMP	ROVEMENTS	PROJECT COSTS	\$	2,191,00
	TOTAL ESTIMATED ONS	SITE IMP	ROVEMENTS :	PROJECT COSTS	\$	_

(1) Conduit only
(2) Rock Excavation assumed at 5% of total excavation
(3) Assumed City of Kingsport will perform inspection services

Item XI10.

TABLE 3 QUANTITY AND COST ESTIMATE

PROJECT	PROJECT: AIRPORT AREA INDUSTRIAL SITES DUE DIL AREA #2 - Option #1			COMM. NO: PAGE NO:		4146 1
LOCATIC SUMMAR	Mass Grading with Limited Utilities ON: SR 357 NEAR TRI-CITIES AIRPORT RY BY: DJS	PRICES	BY: DJS	DATE: CHEC	KE	21-May-21 D BY: RWB
ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST		TOTAL
	ONSITE CONSTRUCTION IMPROVEMENT	s	T			
	Mobilization 5%	LS	1	68,000.00	\$	68,000
2	Clearing and Grubbing	AC	28.04	2,500.00	\$	70,100
3	Earthwork	CY	216,890	3.00	\$	650,670
	(7)		04100	8.00	¢	102 800

192,800 24,100 8.00 \$ Rock Excavation⁽²⁾ CY 4 2,500.00 \$ 70,100 Erosion and Sediment Control 28.04 AC 5 70,100 2,500.00 \$ AC 28.04 Seeding/Restoration 6 75,000 75,000.00 \$ Stormwater Management Facility (Pond/Outlet) LS 1 7 32,400 60.00 \$ Full Depth Asphalt Pavement SY 540 8 25.00 \$ 4,500 LF 180 Curb & Gutter 9 65.00 \$ SY -Sidewalk 10 20,000 100.00 \$ LF 200 Storm Sewer 11 4.000.00 \$ 8,000 ΕA 2 Storm Sewer Structures 12 120.00 \$ -Sanitary Sewer⁽⁵⁾ LF -13 Sanitary Sewer Force Main⁽⁵⁾ 30.00 \$. LF • 14 150,000.00 \$ Sanitary Sewer Pump Station⁽⁵⁾ LS -. 15 6,750 45.00 \$ 150 LF Waterline 16 30.00 \$ 4,500 150 LF Natural Gas 17 Communications⁽¹⁾ 4,500 30.00 \$ 150 LF 18 65,000 65,000.00 \$ Electrical (SR 357 Pole Relocations) LS 1 19 200,000.00 \$ Electrical (Industrial Park 3-Phase "Backbone") (5) . LS -20 60,000.00 \$. Electrical (Street Lighting)⁽³⁾ LS -21 75.000 75.000.00 \$ SR 357 Turn/Decel Lanes LS 1 22 **ROUNDED SUBTOTAL** \$ 1,418,000 **RELATED COSTS** 10,000 \$ 10,000 1 \$ TDOT Controlled Access Break/Driveway Permit LS 23 1 \$ 284,000 \$ 284,000 LS Contingency 20% 24 128,000 128,000 1 \$ \$ Basic Engineering 9% LS 25 Other Engineering (Geotech, Traffic Study, 50,000 50,000 \$ LS 1 \$ Hydrologic Determination, Turn Lane Design) 26 1 \$ \$ -Construction Inspection (4) LS -27 SUBTOTAL RELATED COSTS \$ 472.000 TOTAL ESTIMATED ONSITE IMPROVEMENTS PROJECT COSTS \$ 1,890,000

(1) Conduit only

(2) Rock Excavation assumed at 10% of total Excavation

(3) City would be charged a monthly fee of \$46.42 per light pole by AEP

(4) Assumed City of Kingsport will perform insection services

(5) Can be installed during any phase of Option #1 (est. cost to install all sewer infrastructure = \$250,000+/-)

M&C Form #107C

TABLE 4QUANTITY AND COST ESTIMATE

PROJECT:	AIRPORT AREA INDUSTRIAL SITE AREA #2 - Option #1A Full Access Roadway, Cul-de-sac, and J		COMM. NO: PAGE NO:	4146 1
LOCATION: SUMMARY BY:	SR 357 NEAR TRI-CITIES AIRPORT	PRICES BY: DJS		21-May-21 ED BY: RWB

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST		TOTAL
	ONSITE CONSTRUCTION IMPROVEMENTS					_
				90,000.00	¢	90,00
1	Mobilization 5%	LS		2,500.00		70,10
2	Clearing and Grubbing	AC	28.04	2,500.00		650,67
3	Earthwork	CY	216,890			
4	Rock Excavation ⁽²⁾	CY	24,100	8.00		192,80
5	Erosion and Sediment Control	AC	28.04	2,500.00		70,10
6	Seeding/Restoration	AC	28.04	2,500.00		70,10
7	Stormwater Management Facility (Pond/Outlet)	LS	1	75,000.00		75,00
8	Full Depth Asphalt Pavement	SY	3,400	60.00		204,00
9	Curb & Gutter	LF	1,560	25.00		39,00
10	Sidewalk	SY	480	65.00		31,20
11	Storm Sewer	LF	1,000	100.00		100,00
12	Storm Sewer Structures	EA	8	4,000.00		32,00
13	Sanitary Sewer ⁽⁵⁾	LF		120.00		-
14	Sanitary Sewer Force Main ⁽⁵⁾	LF	-	30.00	\$	-
15	Sanitary Sewer Pump Station ⁽⁵⁾	LS		150,000.00		-
16	Waterline	LF	750	45.00	\$	33,75
17	Natural Gas	LF	750	30.00	\$	22,50
18	Communications ⁽¹⁾	LF	750	30.00	\$	22,50
19	Electrical (SR 357 Pole Relocations)	LS	1	65,000.00	\$	65,00
20	Electrical (Industrial Park 3-Phase "Backbone") ⁽⁵⁾	LS	1	200,000.00	\$	2002
21	Electrical (Street Lighting) ⁽³⁾	LS	1	30,000.00	\$	30,00
22	SR 357 Turn/Decel Lanes	LS	1	75,000.00	\$	75,00
						1 074 04
			ROUN	DED SUBTOTAL	\$	1,874,00
	RELATED COSTS					
23	TDOT Controlled Access Break/Driveway Permit	LS	1.	\$ 10,000	\$	10,0
23	Contingency 20%	LS	1	\$ 375,000	\$	375,0
25	Basic Engineering 9%	LS	1	\$ 169,000	\$	169,0
	Other Engineering (Geotech, Traffic Study,					
26	Hydrologic Determination, Turn Lane Design)	LS	1	\$ 50,000	\$	50,0
27	Construction Inspection ⁽⁴⁾	LS	1	\$ -	\$	-
				RELATED COSTS	s	604,0
			SUBIUIAL R	ELATED COSTS	Ľ	004,0
				DO LECT COSTS	e	2,478,0
	TOTAL ESTIMATED ONS	STTE IMPI	ROVEMENTS I	KUJECI CUSIS	\$	2,4/8,0

(1) Conduit only

(2) Rock Excavation assumed at 10% of total Excavation

(3) City would be charged a monthly fee of \$46.42 per light pole by AEP

(4) Assumed City of Kingsport will perform insection services

(5) Can be installed during any phase of Option #1 (est. cost to install all sewer infrastructure = \$250,000+/-)

M&C Form #107C

TABLE 5 QUANTITY AND COST ESTIMATE

PROJECT:	AIRPORT AREA INDUSTRIAL SITE AREA #2 - Option #1B Full Access Roadway, Cul-de-sac, and l		COMM. NO: PAGE NO:	4146 1
LOCATION: SUMMARY BY	SR 357 NEAR TRI-CITIES AIRPORT	PRICES BY: DJS	DATE: CHECK	21-May-21 ED BY: RWB

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST		TOTAL
	ONSITE CONSTRUCTION IMPROVEMENTS			1	_	_
_				139,000.00	¢	139,000
1	Mobilization 5%	LS	1	2,500.00		70,100
2	Clearing and Grubbing	AC	28.04	2,500.00	_	650,670
3	Earthwork	CY	216,890			
4	Rock Excavation ⁽²⁾	CY	24,100	8.00		192,800
5	Erosion and Sediment Control	AC	28.04	2,500.00		70,100
6	Seeding/Restoration	AC	28.04	2,500.00		70,100
7	Stormwater Management Facility (Pond/Outlet)	LS	1	75,000.00		75,000
8	Full Depth Asphalt Pavement	SY	6,980	60.00		418,800
9	Curb & Gutter	LF	3,390	25.00		84,750
10	Sidewalk	SY	1,070	65.00		69,550
11	Storm Sewer	LF	1,900	100.00		190,000
12	Storm Sewer Structures	EA	15	4,000.00		60,000
13	Sanitary Sewer ⁽⁵⁾	LF	700	120.00	\$	84,000
14	Sanitary Sewer Force Main ⁽⁵⁾	LF	400	30.00	\$	12,000
15	Sanitary Sewer Pump Station (5)	LS	1	150,000.00	\$	150,000
16	Waterline	LF	1,600	45.00	\$	72,00
17	Natural Gas	LF	1,600	30.00	\$	48,00
18	Communications ⁽¹⁾	LF	1,600	30.00	\$	48,00
10	Electrical (SR 357 Pole Relocations)	LS	1	65,000.00		65,00
	Electrical (Industrial Park 3-Phase "Backbone") ⁽⁵⁾	LS	1	200,000.00		200,00
20			1	60,000.00		60,00
21	Electrical (Street Lighting) ⁽³⁾	LS	1	75,000.00		75,00
22	SR 357 Turn/Decel Lanes		I.	75,000.00	Ψ	70,00
			ROUN	DED SUBTOTAL	\$	2,905,00
	RELATED COSTS					
23	TDOT Controlled Access Break/Driveway Permit	LS	1	\$ 10,000	\$	10,00
23	Contingency 20%	LS	Î	\$ 581,000	\$	581,00
24	Basic Engineering 9%	LS	1	\$ 262,000	\$	262,00
	Other Engineering (Geotech, Traffic Study,					
26	Hydrologic Determination, Turn Lane Design)	LS	1	\$ 50,000	\$	50,00
27	Construction Inspection ⁽⁴⁾	LS	1	\$ -	\$	-
			SUDTOTAL I	RELATED COSTS	\$	903,00
			SUDIVIAL	LELATED COSTS		202,00
	TOTAL ESTIMATED ONS	TE IMPD	OVEMENTS	PROJECT COSTS	\$	3,808,00
	IUTAL ESTIMATED ONS	TE INIPR	O V EIVIEI VISI	ROJECT COMO	1	51000100

(1) Conduit only
(2) Rock Excavation assumed at 10% of total Excavation
(3) City would be charged a monthly fee of \$46,42 per light pole by AEP

(4) Assumed City of Kingsport will perform insection services
(5) Can be installed during any phase of Option #1

TABLE 6 QUANTITY AND COST ESTIMATE

PROJECT:	AIRPORT AREA INDUSTRIAL SITES AREA #2 - Option #2	S DUE DILIGENCE	COMM. NO: PAGE NO:	4146 1
LOCATION: SUMMARY BY:	Mass Grading with Limited Utilities SR 357 NEAR TRI-CITIES AIRPORT DJS	PRICES BY: DJS		21-May-21 ED BY: RWB

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST	_	TOTAL
	ONSITE CONSTRUCTION IMPROVEMENTS	rr			_	
				91,000.00	\$	91,00
1	Mobilization 5%	LS	30.15	2,500.00	-	75,37
2	Clearing and Grubbing	AC		3.00		1,004,07
3	Earthwork	CY	334,690			
4	Rock Excavation (2)	CY	37,190	8.00		297,52
5	Erosion and Sediment Control	AC	30.15	2,500.00		75,37
6	Seeding/Restoration	AC	30.15	2,500.00		75,37
7	Stormwater Management Facility (Pond/Outlet)	LS	1	75,000.00		75,00
8	Full Depth Asphalt Pavement	SY	330	60.00		19,80
9	Curb & Gutter	LF	220	25.00		5,50
10	Sidewalk	SY	80	65.00		5,20
11	Storm Sewer	LF	200	100.00		20,00
12	Storm Sewer Structures	EA	2	4,000.00	_	8,00
13	Sanitary Sewer ⁽⁵⁾	LF		120.00	\$	4
14	Sanitary Sewer Force Main ⁽⁵⁾	LF		30.00	\$	
15	Sanitary Sewer Pump Station ⁽⁵⁾	LS	:)	150,000.00		2
16	Waterline	LF	100	45.00	\$	4,50
17	Natural Gas	LF	100	30.00	\$	3,00
18	Communications ⁽¹⁾	LF	100	30.00	\$	3,00
19	Electrical (SR 357 Pole Relocations)	LS	1	65,000.00	\$	65,00
20	Electrical (Industrial Park 3-Phase "Backbone") ⁽¹⁾	LF	100	50.00	\$	5,0
21	Electrical (Street Lighting) ⁽³⁾	LS	340	60,000.00	\$	
22	SR 357 Turn/Decel Lanes	LS	1	75,000.00	\$	75,0
			DOUNU	DED SUBTOTAL	\$	1,908,0
		1 1	ROUNI	JED SUBTOTAL	3	1,500,0
	RELATED COSTS					
23	TDOT Controlled Access Break/Driveway Permit	LS	1	\$ 10,000	\$	10,0
23	Contingency 20%	LS	1	\$ 382,000	\$	382,0
25	Basic Engineering 9%	LS	1	\$ 172,000	\$	172,0
20	Other Engineering (Geotech, Traffic Study,					
26	Hydrologic Determination, Turn Lane Design)	LS	1	\$ 50,000	\$	50,0
27	Construction Inspection ⁽⁴⁾	LS	1	\$ -	\$	2
			CURTOTAL D	ELATED COSTS	¢	614,0
_			SUBIOIAL R	ELATED COSTS	3	014,0
	TOTAL ESTIMATED ONS	TTE IMPR	OVEMENTS P	PROJECT COSTS	\$	2,522,0

(1) Conduit only

(2) Rock Excavation assumed at 10% of total Excavation
(3) City would be charged a monthly fee of \$46.42 per light pole by AEP

(4) Assumed City of Kingsport will perform insection services

(5) Can be installed during any phase of Option #2 (est. cost to install all sewer infrastructure = \$250,000+/-)

TABLE 7 QUANTITY AND COST ESTIMATE

PROJECT:	AIRPORT AREA INDUSTRIAL SITE AREA #2 - Option #2A (Pad #1 Only)	S DUE DILIGENCE	COMM. NO: PAGE NO:	4146 1
LOCATION: SUMMARY BY:	Mass Grading with Limited Utilities SR 357 NEAR TRI-CITIES AIRPORT DJS	PRICES BY: DJS	2	21-May-21 ED BY: RWB

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST	1	OTAL
	ONSITE CONSTRUCTION IMPROVEMENTS	· · · · ·				_
			1	30,000.00	¢	30,000
1	Mobilization 5%	LS	9.04	2,500.00		22,600
2	Clearing and Grubbing	AC	9.04	3.00		290,160
3	Earthwork	CY				
4	Rock Excavation ⁽²⁾	CY	10,750	8.00		86,000
5	Erosion and Sediment Control	AC	9.04	2,500.00		22,60
6	Seeding/Restoration	AC	9.04	2,500.00		22,60
7	Stormwater Management Facility (Pond/Outlet)	LS	1	75,000.00	5	75,00
8	Full Depth Asphalt Pavement	SY		60.00		
9	Curb & Gutter	LF		25.00		-
10	Sidewalk	SY	-	65.00		
11	Storm Sewer	LF	-	100.00		-
12	Storm Sewer Structures	EA	-	4,000.00		
13	Sanitary Sewer ⁽⁵⁾	LF	i n t	120.00		<u> </u>
14	Sanitary Sewer Force Main ⁽⁵⁾	LF	-	30.00	\$	-
15	Sanitary Sewer Pump Station ⁽⁵⁾	LS		150,000.00	\$	÷.
16	Waterline	LF	 /	45.00	\$	
17	Natural Gas	LF	<u>.</u>	30.00	\$	-
18	Communications (1)	LF		30.00	\$	
19	Electrical (SR 357 Pole Relocations)	LS	1	65,000.00	\$	65,00
20	Electrical (Industrial Park 3-Phase "Backbone")	LS	141 L	200,000.00	\$	-
21	Electrical (Street Lighting) ⁽³⁾	LS		20,000.00	\$	-
22	SR 357 Turn/Decel Lanes	LS		75,000.00	\$	
		1 - T	ROUN	DED SUBTOTAL	\$	614,00
	RELATED COSTS					
		T T		10,000	\$	10,00
23	TDOT Controlled Access Break/Driveway Permit	LS	<u> </u>	\$ 10,000 \$ 123,000	5	123,00
24	Contingency 20%	LS	1	\$ 62,000	\$	62,00
25	Basic Engineering 10%	LS	1	\$ 02,000	Ψ	02,00
	Other Engineering (Geotech, Traffic Study,	LS	1	\$ 50,000	\$	50,00
26	Hydrologic Determination, Turn Lane Design)		1		\$	
27	Construction Inspection ⁽⁴⁾	LS	1	3 -	3	
			SUBTOTAL F	RELATED COSTS	\$	245,00
	TOTAL ESTIMATED ONS	SITE IMPR	OVEMENTS	PROJECT COSTS	\$	859,00

(1) Conduit only

(2) Rock Excavation assumed at 10% of total Excavation

(3) City would be charged a monthly fee of \$46.42 per light pole by AEP
(4) Assumed City of Kingsport will perform insection services
(5) Can be installed during any phase of Option #2 (est. cost to install all sewer infrastructure = \$250,000+/-)



AGENDA ACTION FORM

Consideration of a Resolution to Amend the Fee Resolution for FY 2025 Fees and Charges Provided for in the City Code

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-165-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Angie MarshallPresentation By:Chris McCartt

Recommendation:

Approve the updated fee resolution.

Executive Summary:

This proposed resolution incorporates revisions based on changes made to **Chapter 2** – **Administration, Chapter 6** – **Alcoholic Beverages and Beer, Chapter 22** – **Building and Building Regulations, Chapter 54** – Library, Chapter 66 – Parks and Recreation, **Chapter 70** – **Peddlers and Solicitors, Chapter 86** – **Solid Waste, Chapter 102** – **Utilities, Chapter 110** – **Vehicles for Hire and Chapter 114** – **Zoning.** The attached word document highlights the amended language and fees. Staff recommends the BMA formally approve this resolution to set FY25 fees and charges accordingly.

Attachments:

- 1. Fee Resolution
- 2. Fee Resolution changes only

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO. 2024-

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

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

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

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

KINGSPORT CODE OF ORDINANCES

SCHEDULE OF FEES AND CHARGES

ADOPTED BY RESOLUTION NO. 2024-??? on June 18, 2024

Effective July 1, 2024, unless otherwise stated herein

Chapter 2 - Administration

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

Chapter 6 - Alcoholic Beverages and Beer

A.	On-Premises and/or Off-Premises beer permit application* filing fee	.\$250.00
Β.	Special Occasion/Multiple Event beer application* (nonprofit organization)	.\$100.00
C.	Temporary beer application* (one time, private business)	\$50.00
D.	Publication for Called Meeting of the Kingsport Beverage Board	.\$120.00
NC	TE: *All application filing fees are nonrefundable.	

Chapter 22 - Building and Building Regulations

Α.	Electri	cal		
	1.	Permi	t fees	
		(a)	Minimum electrical permit issuance fee	.\$30.00
		(b)	Outlets, each	
		(c)	Luminaires, strobe, horn, each	
		(d)	Switches, each	
		(e)	Motors	
		()	(1) Fractional	\$1.00
			(2) Each additional motor or horsepower or fraction thereof	
		(f)	Services	
		.,	(1) Up to and including 100 amperes	.\$30.00
			(2) Each additional 100 amperes	
		(g)	Témporary Service	
		(h)	Water Heater	
		(i)	Range	
		(j)	Dryer	\$5.00
		(k)	Transformer, each KVA	
		(I)	Heating System/Generator/Solar/EV, per KW	
		(m)	Cooling & refrigeration systems per tonnage	\$1.00
		(n)	Pool Electric	
		(o)	Inspection fee per inspection	\$3.00
		(p)	Additional inspections necessary due to noncompliant work	\$50.00
		(q)	Fee for Solar/Generator/EV install\$30.00 \$5.00 per \$1,000 of	
	2.	Techn	nology Fee	\$7.00
	3.	Electri	icians	
		(a)	Application review fee	.\$30.00
		(b)	Electric contractor annual licensing fee	.\$50.00
		(c)	Working without a permitDOUBLE PERM	/IT FEE
В.	Gas			
	1.	Gas p	ermit fees	
		(a)	Minimum gas permit issuance fee	.\$30.00
		(b)	Conversion burners, heating boilers	
			(1) Up to and including 1,200 square feet of	
			steam or 1,800 square feet of water	.\$20.00
			(2) 1,201 to 5,000 square feet of steam	
			or over 1,800 square feet of water	.\$25.00
			(3) 5,001 to 25,000 square feet of steam	
			(4) Over 25,000 square feet of steam	\$45.00
		(c)	Conversion burners, power boilers	
			(1) Up to and including 5 horsepower	
			(2) 6 - 50 horsepower	.\$25.00
			(3) 51 - 150 horsepower	.\$35.00

(d)	(4) Furnac	Over 150 horsepower	\$45.00
(u)	(1)	Up to and including 100,000 BTU	¢15.00
	(1)	Over 100,000 BTU	
	(3)	Floor furnace (one)	
	(4)	Each additional floor furnace (in same building)	
(e)	. ,	rsion burners, furnaces	
(0)	(1)	Up to and including 100,000 BTU	\$20.00
	(2)	100,001 to 200,000 BTU	
	(2)	Over 200,000 BTU	
(f)		heaters	
(.)	(1)	Up to and including 30,000 BTU	\$20.00
	(2)	30,001 to 50,000 BTU	
	(3)	Over 50,000 BTU	
	(4)	Each additional space heater (in same building)	
(g)	Unit he		
(9)	(1)	50,000 - 200,000 BTU, each	\$20.00
	(2)	Over 200,000 BTU	
(h)	. ,	sory gas equipment	
()	(1)	Grills, dryers, ranges, fryers, logs, etc	\$15.00
	(2)	Pool heater up to 100,000 BTU	
	(3)	Pool heater and other equipment over 100,000 BTU	
	(4)	Water heater up to and including 100,000 BTU	
	(5)	Water heater/boiler over 100,000 BTU	
	(6)	Gas generator	
	(7)	Unit heater up to & including 200,000 BTU	
	(8)	Unit heater over 200,000 BTU	
	(9)	Floor furnace, each	
	(10)	Furnaces up to & including 100,000 BTU	
	(11)	Furnaces over 100,000 BTU	
	(12)	Space heaters up to 50,000 BTU	
	(13)	Space heaters over 50,000 BTU	
	(14)	Up to & including 500 gallon propane tank	
	(15)	501-1000 gallon propane tank	
	(16)	1001 gallon & up propane tank	
	(17)	Fuel tank installation/removal, per tank	
(i)	Unclas	sified commercial/industrial (ovens, incinerators, melt	
()	(1)	20,000 - 200,000 BTU	
	(2)	200,001 - 300,000 BTU	\$25.00
	(3)	300,001 - 1,000,000 BTU	\$30.00
	(4)	1,000,001 - 5,000,000 BTU	
	(5)	Over 5,000,000 BTU	\$40.00
(j)	Pipe te	sting for gas installation	
	Minimu	Im fee for testing gas pipe installation	\$30.00
(k)	Inspect	tion fee per inspection	\$3.00
(I)	Additio	nal inspections necessary due to noncompliant w	ork\$50.00/
Tech	nology Fe	ee \$7.00	
	Fitters		
(a)	Applica	ation review fee	\$30.00
(b)	Annual	licensing fee	\$50.00
(c)		g without a permitDOUBLE PE	

2. 3. C. Plumbing

D.

Ε.

Plun			
1.	Perm	nit and inspection fees	
	(a)	Minimum plumbing permit issuance fee\$3	
	(b)	Each fixture or opening into sewer line\$	\$5.00
	(c)	Water heater opening fee	
	(d)	Additional inspections necessary due to noncompliant work\$	50.00
	(e)	Connection to the City sewer system (new & replacement)\$3	0.00
	(f)	Connection to the City water system (new & replacement)\$3	30.00
	(g)	Inspection fee per inspection	
2.		nnology Fee\$	
3.		nbers	
	(a)	Application review fee\$3	30.00
	(b)	Annual license fee\$5	
	(c)	Working without a Permit (all types)DOUBLE PERMIT	
Mech	nanical		
1.		nit fees	
••	(a)	Minimum mechanical permit issuance fee\$3	80.00
	(b)	Fee for heating/ventilating duct, air conditioning and refrigerati	
	(D)	systems	
	(c)	Fee for sprinkler/fire suppression/fire alarm systems\$30.00	
	(0)		-φ5.00
	(d)	per \$1,000 of job cost	50.00
	(d)	Hood Cleaning inspection	
	(e)	Additional inspections necessary due to noncompliant work\$	
	(f)	Fuel tank installation/removal\$30.00 + \$5.00 per \$1,000 of j	JOD COS
	(g)	Boilers based on BTU input	
		(1) 33,000 (1 BHP) - 165,000 BTU (5 BHP)\$2	
		(2) 165,001 (5 BHP) - 330,000 BTU (10 BHP)\$2	
		(3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP)\$3	
		(4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP)\$3	
		(5) Over 3,300,000 BTU\$4	
	(h)	Inspection fee per inspection	
2.		nnology Fee\$	57.00
3.	Mech	hanical Installers	
	(a)	Application review fee\$3	30.00
	(b)	Mechanical contractor annual licensing fee\$5	50.00
	(c)	Working without a permitDOUBLE PERMIT	
Build	ling Per	rmit Fees (includes grading permits)	
1.	Tota	I Valuation	
	(a)	\$1.00 - \$2,000: minimum fee\$3	30.00
	(b)	\$2,001 - \$50,000: \$30.00 for the first \$2,000 plus \$4.50 for ea	
	(-)	additional thousand or fraction thereof, up to and including \$50	
	(c)	\$50,001 - \$100,000: \$246.00 for the first \$50,000 plus \$3.50 f	
	(•)	additional thousand or fraction thereof, up to and including \$100,00	
	(d)	\$100,001 - \$500,000: \$421.00 for the first \$100,000 plus \$3.00	
	(u)	each additional thousand or fraction thereof, up to and including \$	
	(e)	\$500,001.00 and up: \$1,621.00 for the first \$500,000 plus \$2.5	
	(6)	each additional thousand or fraction thereof	50 101
	<i>(</i> f)		гсс
	(f)	Building without a PermitDOUBLE PERMIT	
	(g)	Inspection fee per inspection	
~	(h)	Additional inspections necessary due to noncompliant work\$	00.0C
2.		tractors/Home Improvement	
	(a)	Application Fee\$3	30.00

	3.		ology Fee	
	4.	Moving	g of any building or structure	\$100.00
	5.	Demol		
		(a)	Residential building or structure (30 day limit)	
		(b)	Commercial structure	\$100.00
		(c)	Interior Demolition/Remodel Total Valuation	
			(1) \$1.00 - \$2,000: minimum fee	
			(2) \$2,001 - \$50,000: \$30.00 for the first \$2,000 plus \$4	.50 for each
			additional thousand or fraction thereof, up to and includin	
			(3) \$50,001 - \$100,000: \$246.00 for the first \$50,000 plu	
			each additional thousand or fraction thereof, up to and inclu	
			(4) \$100,001 - \$500,000: \$421.00 for the first \$100,000 p	
			each additional thousand or fraction thereof, up to and inclu	
			(5) \$500,001.00 and up: \$1,621.00 for the first \$500,000	plus \$2.50
			for each additional thousand or fraction thereof	
	6.	Tempo	orary structures, tents, banners, etc. (minimum fee)	\$30.00
		(a)	Tents, 30-day maximum	
		(b)	Banners, 15-day maximum twice a year	
	7.	• •	ermits, per square foot (minimum \$30 fee if less than 20 sq. ft.)	\$1.00
F.	Plans I	Review		
	1.		v Fee, Residential	
	2.		v Fee, Commercial & Multi-family (3 or more units) & grad	ling/site plan
			on construction value:	
		(a)	Up to \$100,000	
		(b)	\$100,001 - \$200,000	
		(c)	\$200,001 - \$300,000	
		(d)	\$300,001 - \$400,000	
		(e)	\$400,001 - \$500,000	
		(f)	\$500,001 - \$1,000,000	•
		(g)	\$1,000,001 - \$2,000,000	
		(h)	\$2,000,001 - \$3,000,000	
		(i)	\$3,000,001 - \$4,000,000	
		(j)	\$4,000,001 - \$5,000,000	
		(k)	\$5,000,001 and above Value	e X 0.0001
G.			Occupancy	
			ential	No Fee
	2.	Comm		•
		(a)	Permanent	
		(b)	Temporary, 30 days maximum	
		(c)	Temporary Extension, 15 days maximum	
		(d)	Change of Use	
Н.	Admin	istrative	fee to process & attach late filed documentation to permi	t\$30.00
Chapter 26 -	Busine	sses		
А.	Massa	de narl	or permit application*	\$250.00
В.			, Clairvoyants and Similar Pursuits permit application*	
Б. С.			edal Carriage permit application*	
0.	1.		I renewal fee	
			ts shall remain valid for one year after issuance. All applic	
		1		

Item XI11.

fees are nonrefundable.

Chapter 42 – Fire Prevention & Protection

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

Chapter 50 – Law Enforcement

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

Chapter 54 – Library

A.	Libra	ary Us	ser Fees			
	1.	Non	-resident fee, per year No char	ge		
	2.	Over	rdue fines	-		
		(a)	Charge per day, each book or other non-video/film circulating item			
			(maximum \$5.00 each Adult item or Juvenile item) \$0.			
		(b)	Charge per day each video/DVD (max. \$5 each video/DVD)\$1.	00		
		(C)	Charge per hour each non-circulating item\$0.	25		
		(d)	Charge per day each Storytelling Kit (max. \$20 each kit)\$2.	00		
		(e)	Charge per day each Playaway View or Launchpad (max. \$25 each device).\$5.	.00		
		(f)	Charge if Playaway View or Launchpad is returned anywhere but to			
			Library staff\$5.			
		(g)	Charge if Playaway View or Launchpad is returned uncharged\$2.			
		(h)	Charge per day each video game (max \$5.00 each video game)\$1.	00		
	3.	Lost	material fees			
		(a)	Collection materials, plus replacement cost\$10.			
		(b)	Library Card replacement, 1st Time/Subsequent\$1.00/\$5.			
		(c)	Playaway View or Launchpad\$99.			
		(d)	Charging cord replacement for Playaway View or Launchpad \$14.	00		
	4.	Duplication fee				
		(a)	Photocopying or printing per page\$0.			
		(b)	Microfilm or microfiche copying per page\$0.			
		(C)	Color Copy per page\$0.			
		(d)	Fax per page\$1.			
	5.		itorium use, per hour, Commercial\$25.			
	6.		rd Room, per hour, Commercial\$15.			
	7.		hen, per use\$15.	00		
	8.		Printer			
		(a)	Per Gram of Filament\$0.			
	~	(b)	Per Print Request\$1.	00		
	9.		erspace	~-		
		(a)	Solutions\$0.			
		(b)	Magnets\$0.			
		(C)	Cricut Page\$1.			
		(d)	Laminator, per inch\$0.	05		

	10.	Hotspot or Digital Access Pack	
		(a) Hotspot or Digital Access Pack Checkout, 7 days	\$10.00
		(b) Hotspot or Digital Access Pack Overdue, per day	
		(c) Hotspot or Digital Access Pack Maximum Overdue Fee	
		(d) Hotspot or Digital Access Pack returned anywhere but to Library Staff.	
		(e) Lost Hotspot USB Cable	
		(f) Lost Hotspot or Digital Access Pack Charger	\$10.00
		(g) Lost Hotspot Carrying Case	\$5.00
		(h) Lost Hotspot	
		(i) Lost Digital Access PackReplaceme	ent Cost
	11.	Library of Things	
		(a) Overdue fine, per day	
		(b) Maximum fine	
		(c) Returning anywhere but to Library staff	
		(d) Lost item Replacem	
-	12.	Programs\$1.00)-\$50.00
В.		nives User Fees	
	1.	Publication (print, electronic, video or film) use fee, images	
		(a) For profit corporations, partnerships, businesses or individuals	¢00.00
		(1) Editorial (i.e. within a published work)	
		(2) News organizations	
		(3) Non-editorial (i.e. posters, brochures, etc.)	
		 (b) Non-profit corporations, organizations, government agencies or individ (1) Editorial, educational, personal 	
		(1) Editorial, educational, personal(2) Non-editorial	
	2.	Publication use fee, audio/video, for profit only	
	۷.	(a) For profit corporations	
		(1) Audio recording, per minute	\$50.00
		(1) Video recording, per minute	
		(b) For non-profit corporations	
		(1) Audio recording, per minute	\$25.00
		(2) Video recording, per minute	
	3.	Exhibition use fee	
	0.	(a) For profit	\$25.00
		(b) Non-profit	
	4.	Videotaping or filming onsite fee	•
		(a) For profit set up No	o charge
		(b) For profit pull fee per itemNo	
		(c) Non-profit, set up fee only No	
	5.	Duplication fee, photocopying	Ū.
		(a) 8" x 10 " or 11" x 14" paper per page	\$0.15
		(b) 11" x 17" paper per page	\$0.15
	6.	Duplication fee, scanning	
		Per image (\$10.00 minimum includes first image cost)	\$1.00
	7.	Duplication fee, audio recordings	
		(a) Tapes each	
		(b) CD, each	
		(c) Staff time per hour (½-hour minimum)	\$8.00
	8.	Duplication fee, video recordings	A
		(a) Tapes each	
	0	(b) Staff time per hour (min. ½ hour)	\$8.00
	9.	Duplication fee, slides	

		(a)	For profit per group of 10 slides, plus offsite duplication cost	\$25.00
(b) Non-profit per group of 10 slides, plu			Non-profit per group of 10 slides, plus offsite duplication cost	\$5.00
	10.	Faxir	ng fee per group of 10 pages, plus duplication cost	\$2.00
	11. Postage and handling fee			
		(a)	Total order cost of \$10.00 or less	\$2.00
		(b)	Total order cost between \$10.00 and \$20.00	\$3.00
		(C)	Total order cost of \$20.00 or more	\$4.00
		(d)	Certified mail (large orders)	\$7.00
C.	Rese	ervatio	on of Study Space and Media Center- for up to four hours at a tim	е
	1.	Stud	y Space	
		(a)	Non-commercial/Nonprofit	\$0.00
		(b)	Commercial use	\$5.00
2. Media Center			a Center	
		(a)	Non-commercial/Nonprofit	
		(b)	Commercial use	\$15.00

Chapter 58 - Manufactured Homes and Trailers

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

Chapter 62 – Offenses and Nuisances

State Law References:

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

Chapter 66 – Parks and Recreation

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

- Kingsport Chamber of Commerce
- Kingsport Housing Authority
- Kingsport Economic Development Board •
 - Downtown Kingsport Association •
- Leadership Kingsport
- Kingsport Convention & Visitor's Bureau

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

CULTURAL ARTS EVENTS/FACILITIES:

A.	Cultu	ral Arts Fees for Special Events
	1.	Concerts/Theatre Performances
	2.	"Christmas Connection" - Annual arts and crafts (Admission fee to be determined on Event basis)
		Festival fee per exhibitor's space
	3.	Carousel Fine Arts & Crafts Show Festival Fee\$80.00 - \$130.00 (based on hours of operation)

B. Kingsport Renaissance Center

*Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center. *An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

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

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

- 2. Specialty Areas
 - (a) Gymnasium, per hour (2 hour minimum)\$40.00
 - (b) Theatre, per hour (3-hour minimum)\$40.00
 Theater rentals shall be subject to the following conditions:
 (1) Rental of the theater includes use of the house lights only.

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

- (c) First Floor Courtyard (3-hour minimum)\$200.00
- (d) Second and Third Floor Atriums (3-hour minimum)......\$30.00
 - (1) Rental must be in conjunction with another room rental(2) Certain activities may be restricted.
- (e) Dining Room, per hour (3-hour minimum)\$30.00 At the discretion of Renaissance Center Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter doesn't leave the space in the same condition as it was on arrival.
- Equipment Rentals

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

PARK AND RECREATION EVENTS/FACILITIES:

- A. V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees
 NOTE: Deposit 50% of rental fee may apply at the discretion of Parks and Recreation Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.
 *An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.
 - 1. Douglas Room (Includes Tables and Chairs)
 - (a) City residents, individual & groups, per hour (3-hour minimum)......\$40.00
 - (b) Non-City residents, individual & groups, per hour (3-hour minimum)...\$55.00
 - (c) Equipment Fees

-	(e) E	(1) Use w/Douglass Room for food preparation, per Event Event with Sales/Tickets, additional fee per hour	
2.		man Foundation Conference Rm. per hour (2-hour minimum)	
	(a)	Equipment fees	
		(1) LCD projector and screen, per Event	\$40.0
3.	Gym	n Rentals	
	NOT	E: Deposit - \$50.00 per gym, per day may apply at the discretic	on of the
	Park	s and Recreation Management	
	(a)	Gym #1 Rental – (Excludes Concession Rights)	
		(1) Gymnasium Usage, per hour (2-hour minimum)	
		(2) Use of Locker Room/Showers (per day for Event)	
		(3) Vendor fee for events with sales/tickets	
		(4) Tournament Rental, per day (10-hour maximum)	
		(5) Each additional hour after 10	
		(6) Pickleball, per hour (2-hour minimum) includes nets	\$40.0
	(b)	Gym #2 Rental – (Excludes Concession Rights)	
		(1) Gymnasium Usage, per hour (2-hour minimum)	\$40.0
		(2) Use of Locker Room/Showers (per day for Event)	\$20.0
		(3) Vendor fee for events with sales/tickets	
		(4) Tournament Rental, per day (10-hour maximum)	\$400.0
		(5) Each additional hour after 10	\$20.0
		(6) Pickleball, per hour (2-hour minimum) includes nets	\$40.0
	(c)	Vendor Fee, Gyms 1 and 2 per Event with Sales/Tickets	
4.	• •	d Rental	
	(a)	Per Hour (3-hour minimum)	\$20.00
	(b)	Event with Sales/Tickets, additional fee per hour	
	(c)	Use of Lights, per day\$20.00	
5.		king Lot without Gym/Bathroom Access (Does not include tables and	
	(a)	8-hour minimum	
	(b)	Additional time, per hour	
	(c)	Parking Lot with Bathroom Access	5125.00
Park I	Rental		
		posit – 50% of rental fee may apply at the discretion of P	arks ar
		Management. Renter will pay for cost incurred as a result of any	
		rnishings, equipment or grounds rising out of use of the facility.	
		City of Kingsport Firefighter or Police Officer may be required	at certa
An O		arges related to security will be the responsibility of the renter.	- /
	3. UII0		
Event			
	Bord	den Park	
Event	Bord	den Park Shelters Large (3-hour minimum)	\$10.00
Event	Bord	den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter	•
Event	Bord	den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter	\$17.00
Event	Borc (a)	den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour	\$17.00
Event	Borc (a)	 den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour Shelters Small (3-hour minimum) 	\$17.00 .\$2.00
Event	Borc (a)	 den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour Shelters Small (3-hour minimum) (1) City resident, individual & groups, per hour, per shelter 	\$17.00 .\$2.00 .\$8.00
Event	Borc (a)	 den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour Shelters Small (3-hour minimum) (1) City resident, individual & groups, per hour, per shelter (2) Non-City resident, individual & groups, per hour, per shelter 	\$17.00 .\$2.00 .\$8.00 \$12.00
Event	Borc (a) (b)	 den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour Shelters Small (3-hour minimum) (1) City resident, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour 	\$17.00 .\$2.00 .\$8.00 \$12.00
Event	Borc (a) (b)	 den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour Shelters Small (3-hour minimum) (1) City resident, individual & groups, per hour, per shelter (2) Non-City resident, individual & groups, per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour, per shelter 	\$17.00 .\$2.00 .\$8.00 \$12.00 .\$2.00
Event	Borc (a) (b)	 den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour Shelters Small (3-hour minimum) (1) City resident, individual & groups, per hour, per shelter (2) Non-City resident, individual & groups, per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour, per shelter (2) Non-City resident, individuals & groups, per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour (4) Event with Sales/Tickets, additional fee per hour (5) Event with Sales Person	\$17.00 .\$2.00 .\$8.00 \$12.00 .\$2.00 \$10.00
Event	Borc (a) (b) (c)	 den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour (3) City resident, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour (2) Non-City coll Course Tournament (1) Entry Fee, per person	.\$2.00 .\$8.00 \$12.00 .\$2.00 \$10.00
Event	Borc (a) (b) (c)	 den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour (3) Event with Sales/Tickets, additional fee per hour (1) City resident, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour, per shelter (2) Non-City resident, individuals & groups, per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour (4) Event with Sales/Tickets, additional fee per hour (5) Event with Sales/Tickets, additional fee per hour	\$17.00 .\$2.00 .\$8.00 \$12.00 .\$2.00 \$10.00 \$20.00
Event	Borc (a) (b) (c)	 den Park Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, Per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour (3) City resident, individual & groups, per hour, per shelter (2) Non-City resident, individuals & groups, per hour, per shelter (3) Event with Sales/Tickets, additional fee per hour (2) Non-City coll Course Tournament (1) Entry Fee, per person	\$17.00 .\$2.00 .\$8.00 \$12.00 .\$2.00 \$10.00 \$20.00 \$30.00

в.

	(3) Event with Sales/Tickets, additional fee per hour \$2.00
	(e) Borden Park Grounds (3-hour minimum)
	(1) Per hour\$10.00-\$50.00
	(1) Fer field (2) Exhibit rental, per hour
	(3) Event with Sales/Tickets, additional fee per hour\$5.00
	(f) Borden Park grounds with Community Center (3-hour minimum)
	(1) Per hour\$35.00-\$70.00
	(2) Exhibit rental, per hour
	(3) Event with Sales/Tickets, additional fee per hour\$5.00
2.	Riverview Splashpad Shelter* (3-hour minimum)
	(a) City resident, per hour, per shelter each\$15.00
	(b) Non-City resident, per hour, per shelter each\$22.00
	(c) Event with Sales/Tickets, additional fee per hour
3.	Riverfront Park Shelter* (3-hour minimum)
	(a) City resident, per hour, per shelter each\$10.00
	(b) Non-City resident, per hour, per shelter each\$17.00
	(c) Event with Sales/Tickets, additional fee per hour\$2.00
4.	Glen Bruce Park Gazebo* (3-hour minimum)
	(a) City resident, per hour, per shelter each\$10.00
	(b) Non-City resident, per hour, per shelter each\$17.00
	(c) Event with Sales/Tickets, additional fee per hour
5.	Memorial Gardens Park* (3-hour minimum)
	(a) Per hour\$15.00
	(b) Exhibit rental, per hour\$25.00
_	(c) Event with Sales/Tickets, additional fee per hour\$2.00
6.	Legion Park* (3-hour minimum)
	(a) Per hour\$15.00
	(b) Exhibit rental, per hour\$25.00
7	(c) Event with Sales/Tickets, additional fee per hour\$2.00
7.	Ridgefields Park (3-hour minimum)
	(a) Per hour\$15.00
	(b) Exhibit rental, per hour\$25.00(c) Event with Sales/Tickets, additional fee per hour\$2.00
8.	Riverwalk/Greenbelt Shelter (3-hour minimum)
0.	(a) City resident, per hour, per shelter each\$10.00
	(b) Non-City resident, per hour, per shelter each\$17.00
	(c) Event with Sales/Tickets, additional fee per hour\$2.00
9.	Preston Forest Park Shelter (3-hour minimum)
0.	(a) City resident, per hour, per shelter each\$10.00
	(b) Non-City resident, per hour, per shelter each\$17.00
	(c) Event with Sales/Tickets, additional fee per hour\$2.00
10.	Park permit for commercial operation/use, per month\$25.00-\$100.00
11.	Special Event permit, per Event\$25.00-\$75.00
	(a) Greenbelt and/or Trail Race (5K or less distance)\$300.00
	(b) Greenbelt and/or Trail Race (distances greater than 5K)\$500.00
	(c) If actual City costs exceed the amount charged, the organizer will be
	assessed actual costs plus 10% administrative fee.
12.	Centennial Park (8-hour minimum)\$400.00
	(a) Additional time, per hour\$50.00
13.	Brickyard Park per day (12-hour Maximum) \$120.00-200.00
14.	Domtar Park per day (12-hour Maximum) \$120.00-200.00
15.	Eastman Park at Horse Creek per day (12-hour Maximum)\$100.00-200.00

C.	Summer Play	/ground Program
	1.	City resident fee, per child, per session\$100.00-\$150.00
	2.	Non-City resident fee, per child, per session\$120.00-\$175.00
D.	Home Schoo	I Physical Education Class
	1.	Fee, per session, per student\$20.00-\$40.00
E.	Community C	Center Class and Program Fees
	1.	Skilled Classes and Instructional Programs
		(a) per class/session, per student - City resident\$5.00-\$50.00
		(b) per class/session, per student - Non-City resident\$10.00-\$75.00
	2.	Day Camps
		(a) per session, per student - City resident\$5.00-\$40.00
		(b) per session, per student - Non-City resident\$10.00-\$45.00
	3.	Specialty Camps
		(a) per session, per student - City resident\$20.00-\$40.00
		(b) per session, per student - Non-City resident\$25.00-\$50.00
	4.	Specialty Programs and Special Events
		(a) per participant - City Resident \$5.00-\$30.00
		(b) per participant - Non-City Resident \$10.00-\$35.00
F.	Athletics	
	1.	Adult Basketball, Softball League & Flag Football Programs \$350.00-\$450.00
		(a) Non-Resident fee per person\$10.00-\$15.00
		(b) Maximum Non-Resident fee per team\$75.00
	2.	Tournaments Fee, per team
	3.	Basketball, 3 on 3 leagues
		(a) Entry Fee, per team
		(b) Non-City resident fee, per person\$2.00
	4.	Volleyball
		(a) Leagues - Indoor, per team\$120.00-\$180.00
		(1) Non-City resident fee, per person\$10.00-\$15.00
		(2) Maximum Non-Resident fee per team\$75.00
		(b) Outdoor Leagues and Tournaments
		(1) Triples
		(2) Doubles\$30.00-\$60.00
		(3) Quads\$60.00-\$120.00
		(4) Non-resident fee per person for leagues\$2.00
	5.	Adult Soccer
		(a) Entry fee, per person\$30.00-\$50.00
		(b) Non-City resident fee, per person\$10.00-\$15.00
		(c) Maximum Non-Resident fee per team\$75.00
	6.	Adult Dodgeball
		(a) Entry fee, per team
		(b) Non-City resident fee, per person\$10.00-\$15.00
		(c) Maximum Non-Resident fee per team\$75.00
	7.	Tennis/Pickleball Instruction
		(a) Instruction-Adults (19 and over), per session\$30.00-\$100.00
		(1) Non-City resident fee, per session
		(b) Instruction-Children/teens (under 19), per session\$20.00-\$80.00
		(2) Non-City resident fee, per session \$5.00
		(c) Youth Tennis League Program\$15.00-\$60.00
		(3) Non-City resident fee\$5.00
	8.	Tennis/Pickleball Tournament
	0.	(a) Entry fee, singles\$10.00-\$40.00

		(b) Entry fee, doubles	\$20.00-\$60.00
	9.	Tennis/Pickleball Courts Rental	ψ20.00-ψ00.00
•	0.	(a) Individual court per hour (minimum 2 hours)	\$8.00
		(b) Tournament Rental, per court (min. 4 courts, per day (10	
		(c) Each additional hour after 10 hours	
		(d) Vendor fee per event with Sales/Tickets	
	10.	Athletic Field Rental and Equipment	ψ10.00
	10.	NOTE: Deposit–\$50.00 per field may apply at the discretion	of Parks & Recreation
		Management. Renter will pay for costs incurred as a res	
		facility, furnishings, equipment or grounds rising out of use	
		*An off-duty City of Kingsport Firefighter or Police Officer	
		certain Events. Charges related to security will be the responsibility	•
		(a) Softball/Baseball field rental, per day per field (excl	
		(12-hour maximum)	
		(1) Each additional hour after 12	
		(2) Use of lights, per day per field	
		(3) Field drying material (per bag)	
		(b) Soccer field rental, per day per field (excludes cond	
		(12-hour maximum)	\$85.00-\$120.00
		(1) Each additional hour after 12)	
		(2) Use of lights, per day per field	
		(3) Fee, per team (tournaments, scrimmages, practices).	
		(c) Softball/Baseball/Miracle Field Soccer Field Rental	
		(1) Per hour, per field (excludes concession rights)	
		(2) Use of lights, per hour per field	
		(d) Use of Parking Lot at Athletic Facilities	
		(Use of restroom facilities included)	\$100.00-\$150.00
		(e) Meeting room rental for Brickyard Park, Domtar Pa	
		Park at Horse Creek, per hour (2-hour minimum).	
		(f) Meeting room rental for Brickyard Park, Domtar Pa	ark and Eastman
		Park	at Horse Creek per
tournament	\$50.0	0-\$75.00	
		(g) Rental of portable mounds per field, per tournament.	
		(h) Rental of green/white portable fencing per field, per tourname	
		(i) Rental of chain link portable fencing per field, per tournament	
		(j) Rental of white portable fencing (price per piece)	
		(k) Delivery charge for white fencing	
		(I) Set-up fee for white fencing (price per piece)	
	4.4	(m) Vendor selling fee, per tournament/Event per venue W/S	ales/fickets\$100.00
	11.	Miracle Field Shelter* (3 hour minimum)	¢20.00
		(a) City resident, per hour(b) Non-City resident, per hour	
		 (b) Non-City resident, per hour (c) Event with Sales/Tickets, additional fee per hour 	
	12.		φ0.00
	12.	Youth Registration Fee (a) Youth registration fee per sport	\$20 00-\$50 00
		(b) Late registration fee (after deadline)	
		(c) Equipment and Uniform Fee	
G.	Allanc	dale (Seasonal rates may apply to some Allandale Rental Fe	
6.		E: Damage Deposit – 50% (\$100.00 minimum) of rental fee	
		discretion of Parks and Recreation Management.	may apply at the
		*An off-duty City of Kingsport Firefighter or Police Officer	may be required at
		certain Events. Charges related to security will be the responsibility	•
		contain Eventer enargee related to becanty will be the responsibility	

- Mansion and Garden Basic Rental (Corporate Meetings, Dinner Parties Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
 (a) 0.400 meetings, Mandau Thursday, 40:20, AMA 5 DMA

 - (d) 0-100 people, Saturday......\$1,100.00
 (e) A flat fee of \$50.00 will be charged for each event per facility which includes
 - sales and/or tickets.

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

<u>Does not</u> include use of the Heron Dome or the Amphitheater.

- 2. "The Allandale Experience" Rental (April October Only)- includes Mansion, Harvey's Barn, Brooks Pavilion (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
 - (a) 0-100 people, Monday Thursday, 10:30 AM -5:00 PM....... \$1,165.00
 - (b) 0-100 people, Monday Thursday, 5:00 PM -11:00 PM....... \$1,325.00
 - (c) 0-100 people, Friday and Sunday \$1,925.00
 - (d) 0-100 people, Saturday.....\$2,200.00

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

*Add \$1.00 for each person over Event maximum

- 3. Mansion & Garden Two Day Rental (April October Only) (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
 - (a) 0-100 people, Monday Thursday, 10:30 AM -5:00 PM...... \$780.00
 - (b) 0-100 people, Monday Thursday, 5:00 PM -11:00 PM....... \$1,100.00
 - (c) 0-100 people, Friday and Saturday \$2,100.00
 - (d) 0-100 people, Saturday and Sunday..... \$2,100.00
 - (e) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.

*Add \$1.00 for each person over Event maximum

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

- Single Space Rental (Minimum 3 Hours & Maximum 5 Hours)
 - (a) Hourly Rate \$50.00
 - (b) Use of kitchen (microwave & refrigerator ONLY), per event \$25.00
- 5. Heron Dome Rental Fees Appropriate Mansion rental may apply

 - (b) Friday and Sunday \$250.00

 - (d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.
- 6. Mansion Tour Fees

4.

(a) Group tours, Monday – Friday, 8 AM – 4 PM \$25.00 + \$4.00/person

- 7. Rehearsal Fees (all facilities and grounds)
 - (a) Monday Thursday, 8 AM 4 PMNo Charge
- 8. Barn Rental (April October Only)

 - (d) A flat fee of \$50.00 will be charged for each event per facility which

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

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

9.	Barn Gazebo Rental	
	(a) Monday – Thursday	\$200.00
	(b) Friday and Sunday	\$375.00
	(c) Saturday	
	(d) A flat fee of \$50.00 will be charged for each event per facility	which
	includes sales and/or tickets.	
	<u>Does not include use of Barn.</u>	
10.	Picnic Pavilion Rental (April – October Only)	
	(a) 0-100 people, Monday – Thursday	\$375.00
	(b) 0-100 people, Friday and Sunday	\$425.00
	(c) 0-100 people, Saturday	\$500.00
	(d) A flat fee of \$50.00 will be charged for each event per facility	which
	includes sales and/or tickets.	
	*Add \$1.00 for each person over Event maximum.	
11.	Amphitheater Rental – Appropriate Mansion rental may apply.	
	(a) Monday-Thursday	\$225.00
	(b) Friday and Sunday	
	(c) Saturday	
	(d) A flat fee of \$50.00 will be charged for each event per facility	
	includes sales and/or tickets.	
	Does not include use of Mansion, Mansion gardens or Heron Don	ne.
12.	Facility Charges for Events lasting more than the designated time	
	(All facilities & grounds)	
13.	Photography Fees	••••••
	(a) Mansion Renters (use of house, gardens, grounds)	
	Monday – Thursday, 8 AM – 4 PM (2-hour maximum)	. No Charge
	(b) Mansion Renters (use of house, gardens, grounds)	inte ensige
	Monday – Thursday, 4 PM – 9 PM (2-hour minimum)	\$50.00/hour
	(c) Non-Renters (use of house, gardens, grounds)	¢00100,11001
	Monday – Thursday, 8 AM – 4 PM (2-hour minimum)	\$75.00/hour
	(d) Non-Renters (OUTDOORS ONLY/garden, grounds)	¢10100,11001
	Monday – Thursday, 8 AM – 4 PM (2-hour minimum)	\$50.00/hour
14.	Equipment Fees	¢00.00/11001
	(a) Folding Chairs, each	\$2.00
	(b) Chivari Chairs, each	
	(c) Tables, each	
	(d) Piano and Disklavier, per Event	
15.	Promotional Fees	
10.	(a) Eighteen free bookings, per year (to be used at the discretion	of the Curator)
16.	Friends of Allandale	
10.	(a) Patron – 10% discount on one (1) party per year	
	(b) Benefactor – 15% discount on one (1) party per year	
	(c) Brooks Fellow – 25% discount on one (1) party per year	
17.	Vendors Display Fee (flyers, calling cards, etc.)	00/Vear
Dog		1.00/1641
1.	Registration	
1.	(a) City resident, first dog (annual fee)	\$25.00
	(b) City resident, per additional dog (annual fee)	
	(c) Non-resident, first dog (annual fee)	
	(d) Non-resident, per additional dog (annual fee)	
		ψ20.00
	 (e) Spring registration (January- June only) (1) City resident, First dog 	\$12.00
		ψιζ.00
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			(2) No	n-resident, First dog	\$15 00
				y resident, per additional dog	
				n-resident, per additional dog	
	2.	Kev Ca	ards an	· · · · · · · · · · · · · · · · · · ·	
		(a)		ard replacement, per card	\$15.00
		(b)		ark tag replacement, per tag	
	3.	· · ·		rocessing fee	
Ι.		Mountaii		5	
	1.		ce/Parl	king	
		(a)		r (fits in standard parking spot)	\$7.00
		(b)		is (does not fit in standard parking spot)	
		(c)		r (Military parking with valid ID)	
	2.	Natura		y and Planetarium programs	
		(a)	Individ	lual rates	
			(1)	Planetarium	\$6.00
				(15 or more, group rate) per person	\$4.00
			(2)	Nature program	\$3.00
				(15 or more, group rate) per person	\$2.00
			(3)	Barge ride\$4.00	
			(4)	Extended Nature Program (2 hours)	
			(5)	Day Camp\$75 Weekly & Family Member	
			(6)	Additional Day Camp Child\$6	
			(7)	Special Nature Programs*\$10.0	
				*Dependent upon program may not provide mem	per discount
		(b)		ls – scheduled during normal school hours	
				county students - per student/per program	
		<i>(</i>)		an, Hawkins Counties and Kingsport, Bristol studer	nts)\$2.00
		(C)	•	al programs	*
			(1)	Planetarium (other than regularly scheduled times)	
			(2)	Barge rides (other than regularly scheduled times	
			$\langle 0 \rangle$	(maximum of 45 people)	
			(3)	Association life members get one free barge ride	
	3.	Othor	Drogram	June, July and August after 6:00 p.m. <i>Must be pre-s</i>	criedulea.
	З.		Program	e/Kayak Tour Programs\$10.00	por porcop
		(a)		/Kayak Tour Programs (Park Members)	
	4.	Faciliti	es renta		
	ч.			of rental fee due at time of reservation. Deposit will	count towards
				sit is not refundable if canceled less than a week prior to rese	
				etion of Management, a renter can be charged a cle	
				o one hour use of the space if the renter does not h	
				same condition as it was upon arrival.	
		(a)		ng/Rooms (per hour-2 hour minimum)	
		()	(1)	Classroom (maximum of 80 people)	\$35.00
			(2)	Farmstead (maximum of 100 people)	
			(3)	Nature Center (maximum of 150 people)	
			(4)	Pavilion at LilyPad Cove - flat rate, four hour bloc	
			. ,	of 60-80 people, depending on set-up.) Renter re	
				set-up prior to Event and takedown afterwards.	-
				(i) Monday-Thursday	\$150.00
				(ii) Friday thru Sunday	
				(iii) Additional rental time if needed, per hour	\$75.00

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			Includes use of up to 80 chairs, tables, & parking fo	r guests.
			(5) Cabin/meeting room (maximum of 25 people)	
		(b)	Other Facilities Rental	
			(1) Overnight camping, per group/per night (max 15 people)	\$50.00
	5.		grounds	
		(a)	Before hours (2-hour minimum)	
	•	(b)	After hours (2-hour minimum)	\$150.00
	6.		Groups	D'de
		(a)	Other Tours – includes entrance fee/choose two activities from: Barg	
	7.	Annua	Planetarium Show, Wolf Howling, Nature Program (per person) I Memberships	\$10.00
		(a)	Individual Membership	\$35.00
		(b)	Family Membership	\$60.00
		(c)	Supporting Membership	\$125.00
		(d)	Lifetime Membership	.\$1,200.00
	8.		arium Show Leases\$10	0-\$25,000
J.			ns Programs	
	1.	Activit	•	•
		(a)		
		(b)		
	0	(c)	Other	
	2. 3.		nic/Clay, yearly usage fee	
	3. 4.		eeee and instructor used at Class Fee	a în project
	4.		Skilled classes, per semester\$30.0	0_\$400.00
		(a)	(i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Work	
		(b)	Instructors' Salaries60% maximum class fees or hou	
		(c)	Other Senior Center class fees are determined by the Senior	
		()	Director with approval from the Senior Center Advisory Cou	
	5.	Non-s	ervice day trips, per person/per trip	
		(a)	Local	\$5.00
		(b)	Non-local	
	_	(c)	Extended travel (administrative fee)	
	6.		r Fee	•
K	7.		s, per page	\$0.25
K.			ommunity Center	
			sit – \$50% of rental fee may apply at the discretion of	
			anagement. Renter will pay for costs incurred as a result of an hishings, equipment or grounds rising out of use of the facility	
			City of Kingsport Firefighter or Police Officer may be required	
			ges related to security will be the responsibility of the renter.	
	1.	-	Rentals	
			Deposit – \$50 per gym, per day may apply at the discretion of the Facility	Management.
		(a)	Per hour (2 hour minimum)	
		(b)	Pickleball, per hour (2 hour minimum) includes nets	\$40.00
		(c)	Tournament Rental, per day (10-hour maximum)	\$300.00
		(d)	Each additional hour after 10	
		(e)	Vendor Fee for Events with Sales/Tickets	\$15.00
	2.		eria Rental	A a a a a
		(a)	Per hour (3 hour minimum)	
	2	(b)	Event with Sales/Tickets, additional fee per hour	\$5.00
	3.	wuup	urpose Room Rental	

	(a) (b)	Per hour (3 hour minimum)\$ Event with Sales/Tickets, additional fee per hour	
4.	. ,	orium Rental	
	(a)	Per hour (3 hour minimum)	\$30.00
	(b)	Event with Sales/Tickets, additional fee per hour	
5.	. ,	ball Field Rental	
0.	(a)	Per hour (3 hour minimum)	\$50.00
	(b)	Vendor Fee for Events with Sales/Tickets	
	(C)	Use of lights per day	
6.	. ,	er Baseball Field Rental	φ30.00
0.	(a)	Per hour	\$20.00
	(a) (b)	Vendor Fee for Events with Sales/Tickets	
Kina	· · ·	irmers Market	φ15.00
		age Deposit – 50% of rental fee may apply at the discretion	on of the facility
		enter will pay costs incurred as a result of any damage to fac	
		r grounds rising out of use of the Kingsport Farmers Mark	
		a cleaning fee that is equal to the rental exceeding time limit	
	0	not leave the space in the same condition as it was upon a	
		City of Kingsport Firefighter or Police Officer may be requir	
		arges related to security will be the responsibility of the rent	
	avilion		сı.
т. г	(a)	Half Day: Monday–Sunday, 8AM–12 Midnight	
	(a)	(up to 8 hours will be considered a half day rental)	\$500.00
	(b)	Full Day: Monday–Sunday, 8AM–12 Midnight, per day	
	(0)	(over 8 hours will be considered a full day rental)	\$600.00
	(\mathbf{a})	(1) Prep/Take Down in addition to a full day	
	(c)	Facility charges for Events lasting beyond the designate (all facilities and grounds) per hour	
	(d)	Pavilion and Carousel combo rental	
	(d)		•
	/1	Rental of pavilion and carousel must happen at the same ncludes Pavilion 8 hour rental from Option (b) listed above	
		sted in the next section: Carousel Special Events, nonpublic	
2.		• •	
Ζ.		or – Daily Booth Rental Fees – Inside Pavilion	¢6.00
	(a) (b)	Wednesdays Saturdays	
3.	(b)	•	
з.		or – Daily Booth Rental Fees – Outside Pavilion	¢5 00
	(a) (b)	Wednesdays Saturdays	
*Tha	(b)		
		anager or designee has the authority to adjust the fee if t	
		ling setup, is less than half the time of the rental or to adju	ist any of the
	sport Ca	or special promotions or events.	
		or Rides	¢1 00
		Events, non-public hours, per hour, minimum of 2 hours	
		Parties (2 hour duration) during public hours, w/unlimited rides	
		f Carousel Studio, per hour (3 hour minimum)	
		and Carousel combo rental	θ0200.00
		f pavilion and carousel must happen at the same time.	ious costion
(Pavilion 8 hour rental from Option L.1.(b) listed in the prev	TOUS SECTION
~ ~		Option 2 listed above). r Membership	\$125.00
n (INP YP3		\$125 00

6. One Year Membership.....\$125.00

L.

Μ.

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

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

- N. Kingsport Aquatic Center Events/Facilities
 - 1. Daily Fees (a) Ages 2 & under.....Free w/ paying adult (b) Under 48".....\$6.00 (c) 48" and above.....\$8.00 (d) Ages 55 & over.....\$6.00 (e) Group (more than 15 people).....\$5.00 each Last two hours of operation for the Indoor Pool outside of summer operational season: (f) (1) Under 48".....\$3.00 (2) 48" and above.....\$4.00 (3) Ages 55 & over\$3.00 2. Seasonal Waterpark Passes (Summer Operational Season) (a) Under 48".....\$100.00 (b) 48" and above.....\$125.00 (c) Ages 55 & over.....\$100.00 (d) Family (4 within same household)..... \$250.00 (1) Additional person.....\$15.00 (e) Replacement card.....\$5.00 3. Annual Memberships (ONE annual payment includes member rates on classes and a 10% discount on facility rentals and concessions) (a) Under 48"..... \$230.00 (b) 48" and above \$300.00 (c) Ages 55 & over......\$230.00 (d) Family (4 within same household)......\$475.00 (1) Additional person (living in same household)......\$50.00 (e) Replacement card.....\$5.00 4. Monthly Memberships (a) Under 48".....\$30.00 (b) 48" and above\$35.00 (c) Ages 55 & over\$30.00 (d) Family (4 within same household)\$70.00 (1) Additional person (living in same household).....\$15.00 (e) Replacement card.....\$5.00 5. Quarterly Memberships (e) Under 48".....\$95.00 48" and above\$110.00 (f) (g) Ages 55 & over\$95.00 (h) Family (4 within same household) \$215.00 Additional person (living in same household)......\$15.00 (1) (e) Replacement card.....\$5.00 6. Rentals (b) Indoor Facility (minimum of 2 hrs) (1) 1-100 people.....\$325.00/hr (2) 101-250 people.....\$400.00/hr (3) 251-400 / Corporation\$500.00/hr (c) Outdoor Facility (minimum of 2 hrs)

		(1) 1 100 people	¢450.00/br
		(1) 1-100 people	
		(2) 101-250 people	
	(d)	(3) 251-400 / Corporation	\$650.00/nr
	(d)		#475.00/br
		(1) 1-100 people	
	(a)	(2) 101-200 people	\$250.00/nr
	(e)	Lap Lane	¢40.00/h =
		(1) Short course (maximum of 8 swimmers/lane)	
	(1)	(2) Long course (maximum of 16 swimmers/lane)	\$24.00/nr
	(f)	Swim Meet	
		(1) Short Course	¢4 500 00
		(i) Whole Pool – 12 hours	
		(ii) Whole Pool – 5 hours	
		(iii) Half Pool – 12 hours	
		(iv) Half Pool – 5 hours	
		(2) Long Course	¢о 500 00
		(i) Whole Pool – 12 hours (May 1-May 20)	
		(ii) Whole Pool – 12 hours (May 20-July 31)	
		(iii) Whole Pool – 5 hours (May 1-July 31)	
	()	(iv) Warm Pool – 5 hours (June 1-July 31 only)	\$600.00
	(g)	Cabana (Outdoor Waterpark Season)	
		(1) Full Day	
		(i) Monday-Thursday	
		(ii) Friday, Saturday, Sunday & Holidays	\$100.00
		(2) Half Day	¢40.00
		(i) Monday-Thursday	
7. Sv	úmo I	(ii) Fridayessons	
7. 30			
	(a)	Adaptive Swim Lessons (8 x 30 minute lessons) (1) KAC Member	\$60.00
		(1) NAC Member	
		(2) MICA Member	
	(h)	Group (8 classes w/ sibling discount of \$5/additional chi	
	(u)	(4) KAC Member	
		(4) NAC Member	
	(a)	(6) Non-member	
	(c)	Private (1 x 30 minute class or 6 x 30 minute classes) (1) KAC Member\$	20 00/ \$140 00
		(2) YMCA Member\$4	
	(d)	(3) Non-Member\$4	+3.00/ \$240.00
	(d)		¢170.00
		(1) KAC Member(2) YMCA Member	0.00 00 00 00
	(a)	(3) Non-Member Group Swim Lessons Weekend (4 lessons discount of \$2 fo	
	(e)		
		(1) KAC Member(2) YMCA Member	
			•
	(1)	(3) Non-Member	
0 \//	(f)	Additional Fee after registration deadline	
Ö. VV		Exercise Classes (60 minutes in length)	
	(a)	Single Class (1) KAC Member	ድጋ ቦጋ
			ąz.00

	(2) YMCA Member	\$6.00
	(3) Non-Member	
	(4) Kingsport Senior Center Member	•
(b)	Monthly Pass (unlimited exercise classes during month	
()	(1) KAC Member	
	(2) YMCA Member	•
	(3) Non-Member	•
	(4) Kingsport Senior Center Member	\$40.00
9. Masters	s Świm Team	
(a)	KAC Member (monthly)	\$25.00
(b)	YMCA Member (monthly)	
(c)	Non-member (monthly)	
(d)	KAC Member (Quarterly)	
(e)	YMCA Member (Quarterly)	
(f)	Non-Member (Quarterly)	
(g)	KAC Member (Annual)	
(h)	YMCA Member (Annual)	
(i)	Non-member (Annual)	
()	er League Swim Team	·
	KAC Member	\$125.00
(b)		
(c)	Non-Member	\$175.00
()	ch additional sibling will receive a \$15.00 discount off the	•
	Viperfish Swim Team	,
	KAC Member	\$35.00 monthly
(b)	YMCA Member	· ·
(c)	Non-Member	· ·
	ch additional sibling will receive a \$10.00 discount off th	
	g Courses (instructional courses for certification)	,
	Lifeguard Training	
()	(1) Fees will be waived if participant chooses to work	k for KAC.
	(2) KAC/YMCA Member	\$200.00
	(3) Non-member	\$225.00
(b)	Water Safety Instructor	
	(1) Fees will be waived if participant chooses to work	k for KAC.
	(2) KAC/YMCA Member	
	(3) Non-member	
(c)	Certified Pool Operator	
	(1) KAC/YMCA Member	\$275.00
	(2) Non-member	
(d)	Instructional classes	•
()	(1) KAC/YMCA Member	\$20.00-\$150.00
	(2) Non-member	\$160.00
	(3) Online courses\$	20.00-\$150.00
13. Special	Events	·
	Facility events (varies by event)	\$3.00-\$10.00
	Swim meet entry fees	
((1) Spectator fee	
14. Party P	ackages for up to 20 guests and room rental for 2 hours	
•	Party Package	
(b)		
(C)	Additional guests over the first 20 will be charged the group	
(3)		,

 Kingsport Senior Center Members red Seasonal Fees – <u>Outdoor waterpark</u> 	ceive a 20% discount for all aquatic classes
	Free w/ paying adult
	\$10.00
	\$12.00
	\$10.00
) (each) \$5.00
(f) After 4 pm:	
(1) Under 48"	\$5.00
	\$6.00
	\$5.00
17. Scuba/Kayak	
(a) Lane Rental Fee – Short Co	urse\$10.00
	urse\$20.00
	nt/instructor\$2.00
Facility fees for the Kingsport Aquatic Cer	nter will be discounted by fifty percent (50%)
for activities sponsored by the following:	
Kingsport Boys and Girls Club	Kingsport Economic Development Board
Kingsport Girls Incorporated	Downtown Kingsport Association
	.

- Kingsport Chamber of Commerce
- Kingsport City Schools

- Kingsport Housing Authority
- Kingsport Convention & Visitor's Bureau

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

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

Chapter 70 – Peddlers and Solicitors

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

Chapter 82 - Signs

Α.	Inspec	ction Fees	
	1.	Unlighted	\$ 8.00
	2.	Lighted	\$10.00

Chapter 86 - Solid Waste

- Removal of Garbage, Trash and Recycling Α.
 - Inside City Residential waste collection from 96-gallon carts, per month 1.
 - (a) First Cart \$8.00 (b) Each additional cart, per month......\$8.00 Note: Additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on the first cart who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.
 - Inside City Multi-family Residential and Mobile Home Park Developments 2. waste collected from 96-gallon carts, per cart, per month\$12.00 Note: Additional carts refer to above fee
 - 3. Outside City/County residential waste collection from 96-gallon carts, per month (a) One Cart \$20.00

	(b) Each additional cart, per month\$9.00	
4.	Business and Professional Complex collected	
	(a) From 96-gallon carts, per month, per business, per cart \$20.00	
	(b) From dumpster boxes	
	(1) KHRA & Kingsport City Schools dumpster pickup \$20.00	
	(2) Commercial & Industrial dumpster pickup \$20.00	
5.	Wildlife Resistant Cart\$20.00	
	Note: This includes cart fee.	
6.	Construction waste material, per ton\$105.00	
	This fee will be assessed to the property owner for any construction waste	
	placed on the right-of-way.	
7.	Mixed pile at curb, items outside scope of service, move out/clean out,	
	excessive material fee\$100.00	
8.	Appliance, per pickupFree	
9.	Carpet, per pickup\$25.00	
10.	Discarded furniture, per pickupFree	
11.	Backdoor Garbage pickup annual fee	
	(to be billed monthly July 1 through June 30)\$336.00	
	The annual backdoor garbage fee may be waived or reduced for elderly or	
	disabled individuals who meet the annual household income limit	
	requirements and age or disability qualifications, as set forth annually by the	
	State of Tennessee Division of Property Assessments for the State of	
	Tennessee's Property Tax Relief Program. Individuals desiring an exemption	
	from or a reduction in the backyard garbage fee must make application to the	
	Public Works Director on a form available at the Finance Customer Service	
	Center on an annual basis. Upon approval of the application, the Public Works	
	Director shall set the annual fee for the qualifying elderly or disabled applicant	
	on the basis of the annual household income specified in the following sliding	
	fee schedule:	
	Annual Household Income Annual Fee	
	50.00% or less of Income Limit No Fee	

Annual medicentera meente	Annauriou
50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income L	imit 20% of Fee
Over 62.50% to 75.00% of Income L	imit 40% of Fee
Over 75.00% to 87.50% of Income L	imit 60% of Fee
Over 87.50% to 100.00% of Income L	imit 80% of Fee
Over 100.00 % of Income Limit	100% of Fee
•	

- 12. Roll Off Containers
 - (a) Rental fee, per service\$350.00

B. Demolition Landfill Fee and Charges

- 1. A tipping fee shall be charged to all users of the Demolition Landfill. City residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost twelve times per year (July 1 through June 30). This applies to City residents performing work at their primary residence.
- 2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs......\$30.00

- 3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or more (calculated on a per ton basis at a rate of per ton).\$60.00
- 4. Tires: (a) 6 or less, each\$3.00 (b) More than 6, per ton (cut or whole)\$225.00
- C. Annual application and permit fee (Contract collectors and haulers of solid waste).......\$750.00 The annual fee must be submitted with the application. The fee is nonrefundable. Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30th day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application.

Chapter 90 – Streets, Sidewalks and Other Public Places

A. Sidewalk Dining Facilities Permit application fee......\$50.00 (The permit shall remain valid for one year after issuance.)

Chapter 98 - Traffic and Vehicles

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

Chapter 102 – Utilities

All rates and fees set out in Chapter 102 shall be effective for billing on or after July 1, 2024.

Water Usage Rates and Fees

- A. Unmetered Non-commercial Customers Monthly Rate......\$22.06
- B. Water Usage Rates
 - 1. Base charge per month, by meter size

Ι.	base charge per month, by mete	ei size	
	Size	Inside City	Outside City
	5/8 inch	\$9.64	\$19.15
	1 inch	\$17.15	\$36.49
	1 1/2 inch	\$32.18	\$67.17
	2 inch	\$54.73	\$113.18
	3 inch	\$142.49	\$300.10
	4 inch	\$302.61	\$655.24
	6 inch	\$633.63	\$1,370.79
	8 inch	\$875.66	\$1,887.15
	10 inch	\$1,471.53	\$3,158.30
	12 inch	\$2,555.61	\$5,471.00
2.	Usage Rate Schedule (Rate Per	Thousand Gallons)	
	Volume Used	Inside City	Outside City
	500–70,000 gallons	\$2.87	\$5.75
	Over 70,000 gallons	\$2.30	\$4.59
~			

- 3. Wholesale Customer Rate will be 40% increase over Inside City Base Charge (B.1) and Usage Rate Schedule (B.2) shown above.
- 4. Emergency Connections to Other Utilities will be charged Outside City Usage Rates (B.2) only, no Base Charge.
- C. Private Fire Service Connection (Monthly Charge plus Usage Rates Found in Section B.2.)

	<u>Cinc</u>		Outoido Citu	
		nside City	Outside City	
		30.00	\$50.00	
		50.00	\$75.00	
		50.00	\$75.00	
		75.00	\$100.00	
_		100.00	\$150.00	
D.	Tapping Fees (New Meter, Meter Relo			on)
		<u>nside City</u>	Outside City	
		900	\$1,400	
		1,100	\$1,600	
		2,000	\$2,500	
		2,700	\$3,200	
		4,500	\$5,000	
		5,200	\$5,700	
	6 inch \$	7,500	\$8,200	
	All taps larger than 6 inch will be estim		ction, fee to include a	11
	costs of labor, equipment, and materia			
E.	Water Connection Service Fee and De			
	1. Inside City			
	2. Outside City			
_	3. Deposit For All New and Certain Fo		ustomers\$50.0	00
F.	Temporary Connection of 2 inch Meter	-	• • • • •	-
	1. Inside City			
_	2. Outside City		\$250.0	00
G.	Disconnection or Reconnection of Serv	vice		
	1. Reconnection / Non-Payment Fee	·- · · · · ·		-
	(a) Kingsport Water Customers			
	(b) Kingsport Water Customers			
	(c) Bloomingdale Utility District			
	2. Meter Removal or Locking Fee			
	3. Obstruction Removal Fee			
	4. Tampering Fee (meters or other ut	ility property)	\$100.0	00
Н.	Service Call Charges			
			Inside City Outsi	
	1. Raise/Lower Water Meter at Reque		\$100.00 \$150.0	
	2. Leak Detection/Line Locating on P		our) \$60.00\$75.0	00
	3. Backflow Prevention Devices Testi		_	
	(a) Initial Test			
	(b) Annual Test			
	(c) Retesting Fee, Per Test (If Dev	vice Fails on Initial or Anr	nual Test)\$75.0	00
	4. Service Fee		_	
	(a) Initial Call			
	(b) Recurring Service Calls, each	۱	\$50.0	00
I.	Fire Hydrants		M	
	1. Fire Hydrant Installation or Relocat			
	2. Fire Hydrant Flow Test Fee		\$100.0	0
J.	Water Line Extension		* • • = =	
	1. Cost Estimate Fee			0
	2. Extension Cost will be estimated a		on prices and will be	
	limited to availability of lowest bid o	contractor.		

Sewer Usage Rates and Fees

<u>Sewer</u>	Usa	age Rates and Fees	
Κ.	Se	ewer Usage Rates	
	1.	Base charge per month	
		(a) Inside City	\$11.80
		(b) Outside City	\$17.74
	2.	Class I Usage Rates (Rate Per Thousand Gallons)	
		Volume Used Inside City Outside City	
		All Usage over 500 gallons \$10.77 \$16.15	
	3	Class II Surcharge Fees	
	0.	(a) BOD per lb	\$0 204
		(b) TSS per lb	
	Λ	Residential or commercial water customers located within the corpora	
	ч.	the City of Kingsport where sanitary sewers are not available and ar	
		by the Utilities Director as receiving septic tank pumping and wa	
		services provided by the City shall be subject to sewer user rates	
		customers as set out above. Tap fee applicable to property served s	
		before such service begins.	iali be palu
	F	0	
	э.	Sewer Usage Cap for All Residential Customers	blicked for
		(a) An average base figure on water consumption will be esta	
		individual residential customers. This figure will be calculated b	
		consumption by each metered customer during the five-me	
		periods of December to April, winter months when water	
		reasonably stable, and when most water enters the City sewer s	
		(b) Since sewer fees are based on per-thousand-gallon usage, the a	
		was calculated from the winter period will be rounded-up t	o the next
		thousand-gallon level.	
		(c) A 3,000-gallon amount will be added to the average of each c	ustomer to
		arrive at a final individual consumption average.	
		(d) Once established, the final average will be used as the annua	
		sewer cap for the following year. A new cap will be established of	luring each
		winter period and the procedure will be repeated.	
		(e) Any new residential customer will be assigned a cap of 8,0	00 until an
		average individual cap can be established.	
L.	Та	pping Fees (New Service, Tap Relocation, or Additional Tap)	
	1.		
		row houses, etc. per living unit (existing structures & new construct	ion)
		(a) Inside City\$2	2,500.00
		(b) Outside City\$2	2,800.00
		(c) Additional Units on Same Tap	\$200.00
	2	Multi-family complexes, hotels, motels, hospitals, nursing homes,	retirement
		centers, mobile home parks, etc. (existing structures and new constr	uction)
		(a) First Unit / Room	
		(1) Inside City\$2	2,500.00
		(2) Outside City\$	
		(b) Additional Units on Same Tap	-,
		(1) Inside City	\$200.00
		(2) Outside City	
	3	. Car wash (existing structures and new construction)	,
	0	(a) First Bay	
		(1) Inside City\$2	2,500,00
		(1) Inside City	
		(b) Each Additional Bay	,

(1) Inside City	\$500.00
(2) Outside City	
4. Large and small commercial users, factories, and shoppin	ig centers (existing
structures and new construction)	
(a) First 10,000 square feet (or additional lateral)	
(1) Inside City	
(2) Outside City	\$3,500.00
(b) Each additional 10,000 square feet	
(1) Inside City	\$300.00
(2) Outside City	\$450.00
5. Low Pressure Tap Fees (Residential Lift Station)	
(a) New Structures	
(1) Inside City	\$5,500.00
(2) Outside City	\$6,500.00
(b) Existing Structures	
(1) Inside City	\$2,500.00
(2) Outside City	\$6,500.00
Financing of Sewer Tapping Fees	
1. Interest rate, per annum	
Upon mailing of notices of the availability of sewer to the prope	erty owner of record,
or on the date of the tap fee permit whichever shall come firs	

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

Owners of the following classes of property:

- (a) Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)
- (b) Existing additional units may finance the tap fee due and payable to the City over a ten (10) year period in equal monthly installments including interest

Μ.

charged at a rate established by this resolution upon the execution of a promissory note and a deed of trust securing the note.

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

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

have been installed by developers

- 6. Also, financing shall not be available in cases where the development is for speculative purposes. In determining if construction is for speculative purposes, any sewer tap permit issued in the name of a licensed contractor, plumber, developer, or broker shall be considered for speculative purposes and payment of the tap fee in full shall be required. In cases where a contractor constructs a residence for personal occupancy and desires to finance the tap fee, the contractor/owner will be eligible to finance when he or she provides the City Recorder with (1) certification that the residence has been constructed for personal occupancy of the owner/ contractor, and (2) executes a standard City of Kingsport promissory note and deed of trust securing the note for sewer tap fees payable to the City of Kingsport. The "Certification of Construction for Personal Occupancy" shall be a standard form prescribed by the City Recorder and approved by the City Attorney.
- N. Categories of Uses
 - 1. Single Family Residence: A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.
 - 2. Row Houses: Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.
 - 3. Additional Existing Units: Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.
 - 4. Subdivisions and/or Planned Residential Development: Developments approved by the Kingsport Planning Commission where the developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.
 - 5. Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are rented, but each dwelling unit may be under individual ownership.

- 6. Multi-family Complex: Usually consists of one building with direct access from the building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.
- 7. Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.
- 8. Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.
- 9. Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 102-408 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.
- O. Wastewater Discharge Permit Fees

0.	wastewater Discharge Permit Fees
	1. Non-domestic permit application
	(a) Original Application\$50.00
	(b) Renewal Application\$25.00
	NOTE: Fee is non-refundable. Applicants who file an application with incomplete
	or missing information have thirty (30) days to correct and resubmit the
	application. Those applicants not resubmitting within 30 days will be required to
	start the application process over, including payment of another fee.
	2. Non-domestic permits (annual fee)
	(a) Inside City\$200.00
	NOTE: Permits are issued for annual periods not to exceed a 5-year time limit.
	•
	Fees are based on an annual rate.
-	3. Permit Transfer Fee\$100.00
P.	Wastewater Appeals Board Fee\$250.00
Q.	Water Utility Monitoring, Inspection, and Surveillance, and Construction Fees
	1. Private Lateral Backup Response\$250.00
	2. Lateral Location Fee
	(a) Inside City\$150.00
	(b) Outside City\$200.00
	Dye/Smoke Test, Odor Investigation, Pretreatment Inspection
	(a) Inside City\$100.00
	(b) Outside City\$125.00
	4. Wastewater Sample Fees\$50.00
	Includes 5-Day BOD, Total Coliform / E-Coli, Temperature Total Suspended
	Solids, Dissolved Oxygen, Ammonia, pH
	5. Manhole Adjustment Fee at cost, based on estimate
R.	Waste Hauler Permit Fee (annual)\$50.00
S.	Clean Hauled Waste Disposal
	1. Domestic (per load up to 2,000 gallons)\$100.00
	2. Non-domestic (per 1,000 gallons)
	(a) Inside City\$150.00
	(b) Outside City
Т.	UST Discharge Permit Fee (per tank)\$100.00
U.	Groundwater Discharge Permit Fee (annual fee, per location)\$250.00
0.	

Stormwater Rates and Fees

ν.	Stormwater Rates							
		<u>% SFU</u>	Monthly User Rate					
	Single Family Residential Property		-					
	Tier (based on impervious surface)							
	1 – 0 to 1,912 sq ft	70	\$2.45					
	2 – 1,913 to 6,269 sq ft		\$3.50					
	3 – 6,270 sq ft and above	140	\$4.90					
	Non Single Family Residential							
	Duplexes, Townhomes, Apartments, Condominiums, Mobile Homes, etc.							
	Per Each Dwelling Unit	60	\$2.10					
	Other Developed Property							
	Commercial, Industrial, Institutional, Chu	urches, Recreationa	I, Parking Lots, etc.					
		Varies	\$3.50 per SFU					
			Minimum Fee \$3.50					
W.	Rate Details							
	 The terms used in this subsection sh 	all have the same r	neaning ascribed to					
	such terms in Ordinance No. 6146, e	0	2					
	The single-family unit (SFU) is hereb	y established as 3,	794 square feet of					

- impervious surface area. The base rate for stormwater user fees is \$3.50 per month per SFU3. For the other developed property classification in the chart above, the number of
- SFU is determined by dividing the total square footage of impervious surface area of the property by the SFU, rounded to the nearest tenth. The minimum value shall not be less than one SFU.

Payment Processing Posting Priority

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

Payment Priority	Accounts Receivable Description
10	Bankruptcy
11	Balance Forward
12	Payment Correction Transfer Balance
13	Returned Check Fee
14	Service Charges
15	Returned Check Transfer Balance
16	Declined Credit Card IVR Fee
17	Non-Payment Fee
18	Final Bill
19	Installation Fees
20	Water Tap Fees
21	Line Extension Estimate
22	Utility Deposit
23	Finance Department Adjustment
30	
31	Stormwater Fees
40	Residential Garbage – Back Door
	Residential Garbage – Curbside
	Multi-Family/Business/Professional Complex Garbage
	Miscellaneous Charge
61	
62	
	-

	78Sewer Penalties
	79Sewer Sales
	87State Sales Tax
	88Water Penalties
	89Water Sales
Υ.	Bulk sale of Residential Water and Sewer Taps
	1. 19 Taps, Purchased as a Bundle
	(a) Inside City25% Discount
	(b) Outside City20% Discount
	2. 20 or More Taps, Purchased as a Bundle
	(a) Inside City
	(b) Outside City40% Discount
	NOTE: Taps must be purchased as a bundle and assigned to an existing address. If the account is not activated within one year, minimum usage rates will

begin one year from the date of purchase.

Chapter 110 - Vehicles for Hire

Α.	Charter Bus Fees
	1. Per hour (subject to a three (3) hour minimum charge)\$40.00
	2. Private Charter of 24-passenger Mini-Bus (first 2 hours)\$150.00
	(a) (per hour thereafter)\$100.00
	3. Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus
	(a) (First two hours)\$125.00
	(b) (per hour thereafter)\$80.00
	[NOTE: Fees are for actual time beginning when vehicle leaves City Garage until return to City Garage.]
В.	24-Passenger Mini-Bus Advertising Rates (for 6-month period)
	1. Side Panel (each)\$7,000.00
	2. Back Panel \$4,000.00
	3. Both Sides and Back Panel\$15,000.00
C.	KATS Fixed-Route Service Fares
	1. Regular fare\$1.00
	2. 65 and over\$0.50
	3. Handicapped\$0.50
	4. Monthly Pass\$20.00
	5. City Employees/Students with valid ID/Children under age 18
	6. Military Veterans with Valid ID\$0.50
	7. Route Deviation\$1.00
	8. Multi-Ride Ticket Book (24 one-way trips)\$20.00
	9. Multi-Ride Ticket Book Reduced Fare (24 one-way trips)\$12.00
	10. Weekly Pass\$5.00
	11. Daily Pass\$2.00
D.	KATS ADA/Paratransit Fares (Individuals must be certified to use service, staff will
	determine contiguous areas newly annexed throughout the year that are adopted
	by designated ADA Zone map, which is on file in the KATS administration office.)
	1. Zone 1, ADA/Paratransit trips within Blue Zone (one-way trip)\$2.00
	2. Zone 2, ADA/Paratransit trips within Green Zone (one-way trip) \$4.00
	3. Zone 3, ADA/Paratransit trips within Yellow Zone (one-way trip)\$5.00
Ε.	KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)
	1. Dial-A-Ride 65, Trips within ADA Zone 1 (one-way trip)\$3.00
	2. Dial-A-Ride 65, Trips within ADA Zone 2 (one-way trip)\$4.00
	3. Dial-A-Ride 65, Trips within ADA Zone 3 (one-way trip)\$5.00

- F. KATS Dial-A-Ride Job Assist (service to individuals traveling to/from work when ADA capacity allows)
 - 1. Dial-A-Ride Job Assist, Trips within ADA Zone 1 (one-way trip)\$3.00
 - 2. Dial-A-Ride Job Assist, Trips within ADA Zone 2 (one-way trip)\$4.00
 - 3. Dial-A-Ride Job Assist, Trips within ADA Zone 3 (one-way trip)\$5.00
- G. KATS Dial-A-Ride (share ride on-demand transportation throughout the City of Kingsport when ADA capacity allows)
 - 1. Dial-A-Ride, Trips within ADA Zone 1 (one-way trip)\$3.00
 - 2. Dial-A-Ride, Trips within ADA Zone 2 (one-way trip)\$4.00
 - 3. Dial-A-Ride, Trips within ADA Zone 3 (one-way trip)\$5.00
- H KATS Dial-A-Ride On-Demand (shared ride service to individuals traveling inside defined zones)

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

- I. Dial-A-Ride Multi-Ride Ticket Book (24 tickets worth \$1.00 each)......\$24.00
- J. No Show Fee (does not apply to ADA trips). A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-shows or late cancellations are not counted when there are situations beyond the rider's control that prevents the rider from notifying KATS that the trip cannot be taken. Customers who miss three or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.
- K. Program/Discount Card Replacement......\$1.00
 *The City Manager or designee has the authority to adjust any of the above fees for special promotions or Events.

Chapter 114 - Zoning

Α.	Plan	ning and Zoning Fees					
	1.	Rezoning application fees:					
		(a) Any downsizing (from higher to lower density)	\$200.00				
		(b) Any rezoning less than 20 acres	\$400.00				
		(c) Any rezoning over 20 acres	\$450.00				
	2.	Board of Zoning Appeals					
		(a) Application for Special Exception	\$100.00				
		(b) Application for Variance	\$100.00				
		(c) Application for Administrative Review	\$100.00				
		(d) Called meeting	\$120.00				
	3.	Historic Zoning Commission					
		(a) Case filed for hearing at HZC Meeting	\$50.00				
		(b) Case filed for In-House Approval with HZC	No charge				
	4.	Each case filed with the Gateway Review Committee	\$50.00				
	5. Planned Developments (including condominiums)\$20.00						
	6.	Site Plan (ZDP-PD-M1-R-MX):					
		(a) Preliminary	\$100.00				
		(b) Full set of Construction Plans	\$100.00				
		(c) Final	\$50.00				
	7.	Communications tower					
		(a) New tower	\$1,500.00				
		(b) Co-located antennas	\$350.00				
В.	Subo	division fees					
	1.	Preliminary Plat	\$200.00				

	2.	Construction Plans	\$200.00
	3.	Final Plat (including minor subdivisions)	\$25.00 per lot
	4.	Bond Recording Fee (per page)	\$4.00
C.	Right-	of-Way Vacating application fee	\$75.00
D.	Off-Pr	emise Signs, Per Face (annual)	\$100.00
E.		g Verification Letter	
F.		ology	
G.		ation for Called Meeting of the Kingsport Regional Planning Commis	
Н.		Application	
Ι.	Geogr	aphic Information Services (GIS) Fees:	
	1.	Map Products	
		(a) Staff time, per hour	\$23.00
		(b) Hard copy maps, standard sizes	
		(1) 48" x 36" (includes Kingsport Street Index Map & all Map	Books) .\$30.00
		(2) 36" x 24"	<i>,</i> .
		(3) 8.5" x 11"	
		(c) Hard copy maps, custom sizes (per inch, by longest si	•
		(d) Tax maps, 911 maps, and subdivision plats (per copy)	
	2.	Standard GIS Reports (street dictionary, etc., per page)	
	3.	Geographic Data for commercial users	
	•••	(Specifically 5% of the development cost attributable to each	
		or data category subset, that a commercial user applies for.	U V
	[Note:	The above costs will apply to GIS/Engineering data/maps di	,

Departments or Divisions.]

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

Adopted this 18th day of June, 2024.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

Chapter 2 - Administration

- D. Public Records
 - 2. Copy/Duplication

	(a) Per page – black and white (more than 10 pages)	\$0.15
	(b) Per page – color (more than 10 pages)	
FEE DELETED	(c) Audiotape	
FEE DELETED-	(d) Compact Disc	
FEE DELETED-	(e) Digital Video Disc	
	(f) Cost of labor, in excess of one hour, spent locating, retriev	
	and reproducing requested records	varies

Chapter 6 - Alcoholic Beverages and Beer

OLD FEE \$50A. On-Premises and/or Off-Premises beer permit application filing fee\$250.00OLD FEE \$50B. Special Occasion/Multiple Event beer application*(nonprofit organization)-\$100.00C. Temporary beer application* for a business (maximum 24 hours)\$50.00NEW FEED. Publication for Called Meeting of the Kingsport Beverage Board.....\$120.00NOTE: *All application filing fees are nonrefundable.

Chapter 22 - Building and Building Regulations

	A.	Electric 1.	cal Permit	fees
NEW FEE LANGUAGE A	AMENDI	ED	(o) (p)	Inspection fee per inspection
	B.	Gas	(q)	Fee for Solar/Generator/EV install\$30.00 \$5.00 per \$1,000 of job cost
		1.	Gas pe	ermit fees
NEW FEE LANGUAGE A	AMEND	ED	(l) (m)	Inspection fee per inspection
	C.	Plumbi 1.	0	and inspection fees
LANGUAGE A	AMEND	ED	(d)	Additional inspections necessary due to <i>insufficient/unacceptable</i> noncompliant work\$50.00
NEW FEE			(e) (f) (g)	Connection to the City sewer system (new & replacement)\$30.00 Connection to the City water system (new & replacement)\$30.00 Inspection fee per inspection\$30.00
	D.	Mecha 1.	nical Permit	fees
LANGUAGE A	AMEND	ΞD	(e) (f) (g)	Additional inspections necessary due to <i>insufficient/unacceptable</i> noncompliant work\$50.00 Fuel tank installation/removal\$30.00 + \$5.00 per \$1,000 of job cos Boilers based on BTU input (1) 33,000 (1 BHP) - 165,000 BTU (5 BHP)\$20.00 (2) 165,001 (5 BHP) - 330,000 BTU (10 BHP)\$25.00 (3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP)\$30.00 (4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP)\$35.00 (5) Over 3,300,000 BTU\$45.00 Inspection fee per inspection\$300
	E.	Buildin		it Fees (includes grading permits)
NEW FEE NEW FEE	L.	1.		Additional inspections necessary due to noncompliant work \$50.00
OLD FEE \$25	G.	Certific 2.	Comme (a)	Permanent\$30.00
OLD FEE \$25 NEW FEE		Admini	(c) (d)	Temporary, 30 days maximum

Chapter 54 – Library

А.	Libra	ry Use	er Fees	
	1.	Non-r	esident fee, per year	. No charge
	2.	Overc	due fines	
OLD FEE \$2.00		(a)	Charge per day, each book or other non-video/film circulating item	
			(maximum \$5.00 each Adult item or Juvenile item)	\$0.20
		(b)	Charge per day each video/DVD (max. \$5.00 each video/DVD)	\$1.00
		(c)	Charge per hour each non-circulating item	\$0.25
		(d)	Charge per day each Storytelling Kit (max. \$20.00 each kit)	\$2.00
LANGUAGE ADDE	D	(e)	Charge per day each Playaway View or Launchpad (max. \$	25.00 each
			device)	\$5.00
		(f)	Charge if Playaway View or Launchpad is returned anywhere	but to
			Library staff	\$5.00
		(g)	Charge if Playaway View or Launchpad is returned uncharge	d\$2.00
		(h)	Charge per day each video game (max \$5.00 each video gar	ne)\$1.00
FEE ADDED	12.	Prog	rams\$1	.00-\$50.00

Chapter 66 – Parks and Recreation

A.

CULTURAL ARTS EVENTS/FACILITIES:

Cultural Arts Fees for Special Events

	((cost per adult	tre Performances , senior and student ti nnection" - Annual art	cket will be determ	\$5.00 - \$150.00 ined on each Event basis)
OLD FEE \$125	I	Festival fee pe	e to be determined on r exhibitor's space rs of operation)		\$100.00 - \$300.00
	3.	Carousel Fine	Arts & Crafts Show For rs of operation)	estival Fee	\$80.00 - \$130.00
В.		ort Renaissanc			
	• •			ult of any damage	to facility, furnishings,
			rising out of use of th		
					be required at certain
			ted to security will be		
	1.	Room Rentals	. Room rentals shall	be subject to the fo	ollowing conditions:
			es are per hour.		
		· · ·	our minimum rental. I		
	-	<u>ROOM</u>	DESCRIPTION	<u>DIMENSIONS</u>	<u>COST/HR</u>
OLD FEE \$17		228	Conference room	23 x 30	\$20.00
OLD FEE \$17		230	Meeting Room	23 x 30	\$20.00
OLD FEE \$17		231	Gallery	23 x 30	\$20.00
OLD FEE \$17		232	Gallery	23 x 30	\$20.00 \$20.00
OLD FEE \$25		239	Exhibit/Meeting	23 x 46	\$30.00
OLD FEE \$25 OLD FEE \$27		302 310	Dance Studio Rehearsal Hall	23 x 45 36 x 54	\$30.00 \$30.00
		Specialty Area		30 X 34	\$30.00
OLD FEE \$25		(1) Re	d and Third Floor Atriu ntal must be in conjun rtain activities may be	nction with another	
OLD FEE \$27		(e) Dining At the c charge	Room, per hour (3-ho discretion of Renaissa d a cleaning fee that is does not leave the sp	ur minimum) Ince Center Manag s equal to one hou	section (\$30.00) (section 1.1.1) (section 1.1.
	3.	Equipment Re			
OLD FEE \$27		(a) Piano r	ental, per use		\$30.00

PARK AND RECREATION EVENTS/FACILITIES:

A. Civic Auditorium Rental Fees

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

	Parking Lot & Grounds (8-hour minimum - does not includ	
	(a) With Building Access	\$300.00
	(b) With Building Access, Event with Sales/Tickets	
	(c) Without Building Access	\$130.00
	(d) Without Building Access, Event with Sales/Tickets .	\$145.00
	(c) Equipment Fees	* 4 • • •
	(1) Tables - each per day	
 	(2) Chairs - each per day	\$2.00
	Main Hall	
 ((a) Inside City rentals, per day (8-hour maximum)	4
	(Includes tables & chairs)	
	(1) Set up day (8-hour maximum)	
 	(b) Inside City rentals, per day, Event with Sales/Ticke	
	(8-hr. maximum)	\$400.00
 	(c) Outside City rentals, per day (8-hour maximum)	
	(Includes tables & chairs)	
	(1) Set up day (8-hour maximum)	
 	(d) Outside City rentals, per day, Event with Sales/Tick	
	(8-hour maximum)	
 	(e) Exhibit rental (8-hour maximum) [Excludes charge for ta	ables & chairs]
	(1) Set-up day (not open to public)	\$250.00
	(2) Sales/open dates (per day)	\$600.00
 	(f) Basketball/Tennis, per hour (2-hour minimum)	\$30.00
	(1) Vendor fee, Event with Sales/Tickets	\$15.00
 	(g) Stage only rental, per hour (2-hour minimum)	\$25.00
	(h) Empty Main Hall rental, per hour (2-hour minimum)	\$30.00
 	(i) Main Hall rentals limited to 8-hour blocks	
	(1) Regular rental/additional time, per hour	\$45.00
	(2) Exhibit rental/additional time, per hour	\$75.00
3.	Side Rooms	
	*An off-duty City of Kingsport Firefighter or Police Officer	may be required
	at certain Events. Charges related to security will be the responsib	
 	(a) Meeting/Party Rooms, per hour, each (3 hour minin	
	(b) Conference Room, per hour (3 hour minimum)	
	(c) Event with Sales/Tickets, per hour, each room	
	(d) All meeting/party rooms, per day (8-hour maximum)	
	with rental of the Main Hall	, \$300.00
	(Any additional time, per hour/per room, at regu	
	(e) Exhibits, per room/per hour	
 4.	Equipment rental (a) Tables – each per day	\$1.50
 4.	(a) Tables – each per day	
 4. i	(a) Tables – each per day (b) Chairs – each per day	\$0.75
 4. 1	(a) Tables – each per day (b) Chairs – each per day (c) Marquee - per day (includes both panels)	\$0.75 \$10.00
 4.	(a) Tables – each per day (b) Chairs – each per day (c) Marquee - per day (includes both panels)	\$0.75 \$10.00 ve piano tuned)
 4.	(a) Tables – each per day (b) Chairs – each per day (c) Marquee - per day (includes both panels) (d) Piano (e) Risers, each, per day	\$0.75 \$10.00 ve piano tuned)
 4.	(a) Tables – each per day (b) Chairs – each per day (c) Marquee - per day (includes both panels) (d) Piano (e) Risers, each, per day (e) Risers, each, per day Equipment rental off-site	\$0.75 \$10.00 ve piano tuned) \$3.00
 4	(a) Tables – each per day (b) Chairs – each per day (c) Marquee - per day (includes both panels) (d) Piano (e) Risers, each, per day	\$0.75 \$10.00 ve piano tuned) \$3.00

А.	V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees
OLD FEE 2 HR/\$30 OLD FEE 2 HR/\$45	 Douglas Room – (Includes Tables and Chairs) (a) City residents, individual & groups, per hour (3-hour minimum)\$40.00 (b) Non-City residents, individual & groups, per hour (3-hour minimum)\$55.00
OLD FEE \$25	 (d) Catering Kitchen (1) Use w/Douglass Room for food preparation, per Event\$40.00 (e) Event with Sales/Tickets, additional fee per hour\$5.00
FEE DELETED	2. Computer/Learning Lab Rental Fees
OLD FEE \$13	 (a) Computer/Learning Lab use for training purposes per hour \$16.00 2. Eastman Foundation Conference Rm. per hour (2-hour minimum) \$15.00 (a) Eastman Foundation Conference Room per hour
FEE DELETED	Event with Sales/Tickets (2 hour minimum)
	(1) LCD projector and screen, per Event\$40.003. Gym Rentals
	 (a) Gym #1 Rental – (Excludes Concession Rights) (1) Gymnasium Usage, per hour (2-hour minimum)\$30.00 (2) Use of Locker Room/Showers (per day for Event)\$20.00 (3) Vendor fee for events with sales/tickets\$15.00 (4) Tournament Rental, per day (10-hour maximum)\$300.00
NEW FEE	 (5) Each additional hour after 10\$15.00 (6) Pickleball, per hour (2-hour minimum) includes nets\$40.00 (b) Gym #2 Rental – (Excludes Concession Rights) (1) Gymnasium Usage, per hour (2-hour minimum)\$40.00 (2) Use of Locker Room/Showers (per day for Event)\$20.00 (2) Van day for for grant and the selection of the selection
OLD FEE \$350	 (3) Vendor fee for events with sales/tickets\$15.00 (4) Tournament Rental, per day (10-hour maximum)\$400.00 (5) Each additional hour after 10\$20.00
NEW FEE	(6) Pickleball, per hour (2-hour minimum) includes nets\$40.00
В.	Park Rentals
FEE DELETED	 Borden Park (a) Shelters Large (3-hour minimum) (1) City residents, individual & groups, per hour, per shelter\$10.00 (2) Shelter Fee - City residents, individual & groups, per hour,
FEE DELETED	(2) Non-City resident, individuals & groups, per hour, per shelter\$17.00 (4) Shelter Fee - Non-City resident, individuals and groups, per hour, Per shelter each, Event with Sales/Tickets\$20.00
FEE ADDED	 (3) Event with Sales/Tickets additional fee per hour\$2.00 (b) Shelters Small (3-hour minimum) (1) City resident, individual & groups, per hour, per shelter\$8.00
FEE DELETED	 (1) Only resident, individual & groups, per hour, per shelter - City Resident, individual & groups, per hour (2) Shelter Fee - City Resident, individual & groups, per hour, per shelter each, Event with Sales/Tickets\$10.00 (2) Non-City resident, individuals & groups, per hour, per shelter\$12.00
FEE DELETED	(2) Hole only resident, individuals a groups, per hour, per sheller
FEE ADDED	(3) Event with Sales/Tickets additional fee per hour\$2.00

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		(c)	Borden Park Disc Golf Course Tournament	
			(1) Entry Fee, per person	\$5.00-\$10.00
			(2) Vendor Fee, Event with Sales/Tickets	\$20.00
		(d)	Community Center (3-hour minimum)	
OLD FEE \$20			(1) City resident, individuals and groups, Per hour	\$30.00
FEE DELETED			(2) City resident, individuals and groups, Per hour	400 000
			Event with Sales/Tickets	
OLD FEE \$25			(2) Non-City resident, individuals and groups, Per ho	
FEE DELETED			(4) Non-City resident, individuals and groups, Per ho	
			Event with Sales/Tickets	
FEE ADDED		(a)	(3) Event with Sales/Tickets additional fee per hour.	\$2.00
		(e)	Borden Park Grounds (3-hour minimum)	¢10.00.¢50.00
OLD FEE \$50			(1) Per hour(2) Exhibit rental, per hour	
			(3) Event with Sales/Tickets/Registration Fees, Per hour	
FEE ADDED			(3) Event with Sales/Tickets additional fee per hour	
		(f)	Borden Park grounds with Community Center (3-hour	
		(1)	(1) Per hour	
			(2) Exhibit rental, per hour	
			(3) Event with Sales/Tickets/Registration Fees, Per hour	
FEE ADDED			(3) Event with Sales/Tickets additional fee per hour	
	2.	Rive	erview Splashpad Shelter* (3-hour minimum)	
	۷.	1.110	(a) City resident, per hour, per shelter each	\$15.00
FEE DELETED			(b) City resident, per hour, per shelter each	φτο.οσ
			Event with Sales/Tickets	\$17.00
OLD FEE \$20			(b) Non-City resident, per hour, per shelter each	
FEE DELETED			(d) Non-City resident, per hour, per shelter each	·····
			Event with Sales/Tickets	<u></u>
FEE ADDED			(c) Event with Sales/Tickets additional fee per hour.	,
	3.	Rive	erfront Park Shelter* (3-hour minimum)	
			(a) City resident, per hour, per shelter each	\$10.00
FEE DELETED			(b) City resident, per hour, per shelter each	
			Event with Sales/Tickets	\$12.00
			(b) Non-City resident, per hour, per shelter each	\$17.00
FEE DELETED			(d) Non-City resident, per hour, per shelter each	
			Event with Sales/Tickets	
FEE ADDED			(c) Event with Sales/Tickets additional fee per hour.	\$2.00
	4.	Gle	n Bruce Park Gazebo* (3-hour minimum)	
			(a) City resident, per hour, per shelter each	\$10.00
FEE DELETED			(b) City resident, per hour, per shelter each	
			Event with Sales/Tickets	
			(b) Non-City resident, per hour, per shelter each	\$17.00
FEE DELETED			(d) Non-City resident, per hour, per shelter each	
			Event with Sales/Tickets	
FEE ADDED	_		(c) Event with Sales/Tickets additional fee per hour.	\$2.00
	5.	Mer	norial Gardens Park* (3-hour minimum)	
OLD FEE \$10			(a) Per hour	\$15.00
OLD FEE \$20			(b) Exhibit rental, per hour	\$25.00
FEE DELETED			(c) Per hour, Event with Sales/Tickets	
FEE ADDED	0	1 -	(c) Event with Sales/Tickets, additional fee per hour.	\$2.00
	6.	Leg	ion Park* (3-hour minimum)	¢4 E 00
OLD FEE \$10			(a) Per hour	

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OLD FEE \$20		(b) Exhibit rental, per hour\$25.00
FEE DELETED		(c) Per hour, Event with Sales/Tickets\$12.00
FEE ADDED		(c) Event with Sales/Tickets, additional fee per hour\$2.00
	7.	Ridgefields Park (3-hour minimum)
OLD FEE \$10		(a) Per hour \$15.00
OLD FEE \$20		(b) Exhibit rental, per hour\$25.00
FEE DELETED		(c) Per hour, Event with Sales/Tickets\$12.00
FEE ADDED		(c) Event with Sales/Tickets, additional fee per hour\$2.00
	8.	Riverwalk/Greenbelt Shelter (3-hour minimum)
		(a) City resident, per hour, per shelter each\$10.00
FEE DELETED		(b) City resident, per hour, per shelter each
		Event with Sales/Tickets\$12.00
		(b) Non-City resident, per hour, per shelter each\$17.00
FEE DELETED		(d) Non-City resident, per hour, per shelter each
		Event with Sales/Tickets\$20.00
FEE ADDED		(c) Event with Sales/Tickets additional fee per hour\$2.00
	9.	Preston Forest Park Shelter (3-hour minimum)
		(a) City resident, per hour, per shelter each\$10.00
FEE DELETED		(b) City resident, per hour, per shelter each
		Event with Sales/Tickets\$12.00
		(b) Non-City resident, per hour, per shelter each\$17.00
FEE DELETED		(d) Non-City resident, per hour, per shelter each
FEE ADDED		Event with Sales/Tickets\$20.00
FEE ADDED		(c) Event with Sales/Tickets additional fee per hour\$2.00
F. Athlet	ics	
	100	
FEE MOVED	1.	Adult Basketball, Softball and Adult Flag Football League Programs
FEE MOVED FROM SECTION F.	1.	\$350.00 to \$450.00
	1.	(a) Non-Resident fee per person\$350.00 to \$450.00 (a)
	1.	(a) Non-Resident fee per person
	1. 6 2.	(a) Non-Resident fee per person
FROM SECTION F.	1. 6	(a) Non-Resident fee per person
	1. 6 2.	(a) Non-Resident fee per person \$350.00 to \$450.00 (b) Maximum Non-Resident fee per team \$75.00 Tournaments Fee, per team \$75.00-\$150.00 Basketball, 3 on 3 leagues \$85.00-\$100.00
FROM SECTION F.	1. 6 2.	(a) Non-Resident fee per person
FROM SECTION F.	1. 6 2.	(a)Non-Resident fee per person\$350.00 to \$450.00(b)Maximum Non-Resident fee per team\$75.00Tournaments Fee, per team\$75.00-\$150.00Basketball, 3 on 3 leagues\$85.00-\$100.00(a)Entry Fee, per team\$85.00-\$100.00(b)Non-City resident fee, per person\$2.00
FROM SECTION F.	1. 6 2. 3.	(a) Non-Resident fee per person
FROM SECTION F. OLD FEE \$75-\$85 THIS FEE IS	1. 2. 3. 6.	(a) Non-Resident fee per person \$350.00 to \$450.00 (b) Maximum Non-Resident fee per team \$75.00 Tournaments Fee, per team \$75.00-\$150.00 Basketball, 3 on 3 leagues \$85.00-\$100.00 (b) Non-City resident fee, per person \$2.00 Adult Flag Football \$300-\$350
FROM SECTION F.	1. 2. 3. 6.	(a) Non-Resident fee per person
FROM SECTION F.	1. 2. 3. <u>6.</u>	(a) Non-Resident fee per person\$350.00 to \$450.00(b) Maximum Non-Resident fee per team\$75.00Tournaments Fee, per team\$75.00-\$150.00Basketball, 3 on 3 leagues\$85.00-\$100.00(a) Entry Fee, per team\$85.00-\$100.00(b) Non-City resident fee, per person\$2.00Adult Flag Football(a) Entry fee, per team\$300-\$350(b) Non-City resident fee, per person\$10.00-\$15.00(c) Maximum Non-Resident fee per team\$75.00
FROM SECTION F.	1. 2. 3. 6.	(a) Non-Resident fee per person\$350.00 to \$450.00(b) Maximum Non-Resident fee per team\$75.00Tournaments Fee, per team\$75.00-\$150.00Basketball, 3 on 3 leagues\$85.00-\$100.00(a) Entry Fee, per team\$85.00-\$100.00(b) Non-City resident fee, per person\$2.00Adult Flag Football\$300-\$350(a) Entry fee, per team\$300-\$350(b) Non-City resident fee, per person\$10.00-\$15.00(c) Maximum Non-Resident fee per team\$75.00Tennis/Pickleball Instruction
FROM SECTION F.	1. 2. 3. <u>6.</u>	(a) Non-Resident fee per person \$350.00 to \$450.00 (b) Maximum Non-Resident fee per team \$75.00 Tournaments Fee, per team \$75.00-\$150.00 Basketball, 3 on 3 leagues \$85.00-\$100.00 (a) Entry Fee, per team \$85.00-\$100.00 (b) Non-City resident fee, per person \$2.00 Adult Flag Football \$300-\$350 (a) Entry fee, per team \$300-\$350 (b) Non-City resident fee, per person \$10.00-\$15.00 (c) Maximum Non-Resident fee per team \$75.00 Tennis/Pickleball Instruction (a) Instruction-Adults (19 and over), per session \$30.00-\$100.00
FROM SECTION F.	1. 2. 3. <u>6.</u>	 (a) Non-Resident fee per person
FROM SECTION F.	1. 2. 3. <u>6.</u>	 (a) Non-Resident fee per person
FROM SECTION F.	1. 2. 3. 6. 7.	 (a) Non-Resident fee per person
FROM SECTION F.	1. 2. 3. 6. 7.	 (a) Non-Resident fee per person
FROM SECTION F.	1. 2. 3. 6. 7.	 (a) Non-Resident fee per person
FROM SECTION F.	1. 2. 3. 6. 7.	 \$350.00 to \$450.00 (a) Non-Resident fee per person
FROM SECTION F.	1. 2. 3. 6. 7.	\$350.00 to \$450.00 (a) Non-Resident fee per person \$10.00-\$15.00 (b) Maximum Non-Resident fee per team \$75.00 Tournaments Fee, per team \$75.00-\$150.00 Basketball, 3 on 3 leagues (a) Entry Fee, per team \$85.00-\$100.00 (b) Non-City resident fee, per person \$2.00 Adult Flag Football \$300-\$350 (a) Entry fee, per team \$300-\$350 (b) Non-City resident fee, per person \$10.00-\$15.00 (c) Maximum Non-Resident fee per team \$300-\$350 (c) Maximum Non-Resident fee per team \$30.00-\$100.00 Non-City resident fee, per person \$10.00-\$15.00 (c) Maximum Non-Resident fee per team \$500 (c) Maximum Non-Resident fee per team \$500 (c) Maximum Non-Resident fee per team \$500 (c) Maximum Non-Resident fee per session \$500 (b) Instruction-Adults (19 and over), per session \$500 (b) Instruction-Children/teens (under 19), per session \$500 (c) Youth Tennis League Program - City resident fee \$500 (c) Youth Tennis League Program - City resident fee \$500 (c) Youth Tennis League Program - City resident fee \$500 <td< td=""></td<>
FROM SECTION F.	1. 2. 3. 6. 7.	 \$350.00 to \$450.00 (a) Non-Resident fee per person

FEES DELETED	-	(a) Individually per 1½ hour	\$18.00
		(b) 2 courts per 4-hour block, Monday-Friday	\$50.00
		(c) 2 courts per 8 to 12-hour block, Saturday-Sunday	\$65.00
		(d) 4 courts per 4-hour block, Monday-Friday	\$70.00
		(e) 4 courts per 8 to 12-hour block, Saturday-Sunday	,
		(f) 6 courts per 4-hour block, Monday-Friday	\$90.00
		(g) 6 courts per 8 to 12-hour block, Saturday-Sunday	<i>y</i>
		(h) 8 courts per 4-hour block, Monday-Friday	
		(i) 8 courts per 8 to 12-hour block, Saturday-Sunday	
		(j) Vendor Fee per Event with Sales/Tickets	
FEES ADDED		(a) Individual court per hour (minimum 2 hours)	7
		(b) Tournament Rental, per court (min. 4 courts, per day (10 hr max.)	
		(c) Each additional hour after 10 hours	
		(d) Vendor fee per event with Sales/Tickets	
			·
		Miracle Field Shelter* (3 hour minimum)	
		(a) City resident, per hour	\$20.00
FEE DELETED	1	(b) City resident, per hour, Event with Sales/Tickets	\$25.00
	((b) Non-City resident, per hour	\$30.00
FEE DELETED	1	(d) Non-City resident per hour, Event with Sales/Tickets	
FEE ADDED	((c) Event with Sales/Tickets, additional fee per hour	
` G. LANGUAGE AMEN		le (Seasonal rates may apply to some Allandale Rental Fees) NOTE: Damage Deposit – 50% (\$100.00 minimum) of rental fee	may apply at
	t	the discretion of <i>Facility</i> Parks and Recreation Management	
	1	*An off-duty City of Kingsport Firefighter or Police Officer may be	required at
	(certain Events. Charges related to security will be the responsibility of the re	enter.
	A 1		
	1.	Mansion and Garden Basic Rental (Corporate Meetings, Dinner Parties	s Anniversary
		Mansion and Garden Basic Rental (Corporate Meetings, Dinner Parties Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.	
OLD FEE \$350	I)
OLD FEE \$350 FEE DELETED-		Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00
FEE DELETED-		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM (b) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM Event with Sales/Tickets) \$390.00 \$375.00
FEE DELETED- OLD FEE \$500		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00
FEE DELETED-		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00
FEE DELETED- OLD FEE \$500 FEE DELETED-		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00
FEE DELETED- OLD FEE \$500		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$550.00 \$1,000.00
FEE DELETED- OLD FEE \$500 FEE DELETED-		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$550.00 \$1,000.00
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$550.00 \$1,000.00 \$950.00 \$1,100.00
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED-		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$550.00 \$1,000.00 \$950.00 \$1,100.00
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$1,000.00 \$950.00 \$1,100.00 \$1,200.00
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$1,000.00 \$950.00 \$1,100.00 \$1,200.00
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$1,000.00 \$950.00 \$1,100.00 \$1,200.00
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000		 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$1,000.00 \$1,000.00 \$1,100.00 \$1,200.00 \$1,200.00 cility which
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED-	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$550.00 \$1,000.00 \$1,100.00 \$1,200.00 cility which
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED-	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$1,000.00 \$1,000.00 \$1,100.00 \$1,200.00 :ility which es not include use Section H.11).
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED-	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$1,000.00 \$1,000.00 \$1,100.00 \$1,200.00 :ility which es not include use Section H.11). Barn,
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED-	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$1,000.00 \$1,100.00 \$1,200.00 \$1,200.00 cility which es not include use <u>Section H.11</u>). Barn, y Parties,
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED- LANGUAGE DELET	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$1,000.00 \$1,100.00 \$1,200.00 \$1,200.00 cility which es not include use <u>Section H.11</u>). Barn, y Parties,
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED- LANGUAGE DELET	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM) \$390.00 \$375.00 \$550.00 \$550.00 \$1,000.00 \$950.00 \$1,100.00 \$1,200.00 :ility which es not include use Section H.11). Barn, y Parties, s, etc.)
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED- LANGUAGE DELET	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM Event with Sales/Tickets (b) 0-100 people, Monday-Thursday, 5 PM – 11 PM (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM (d) 0-100 people, Monday-Thursday, 5 PM – 11 PM (e) 0-100 people, Friday and Sunday (f) 0-100 people, Friday and Sunday Event with Sales/Tickets (d) 0-100 people, Saturday Event with Sales/Tickets (e) A flat fee of \$50.00 will be charged for each event per fact includes sales and/or tickets. *Add \$1.00 for each person over Event maximum. Includes 50 folding chairs and 6 tables (maximum \$100.00). Doe of the Heron Dome (see Section H.5) or the Amphitheater (see Section Club Meetings, Seminars, Birthday Parties, Cocktail Parties, NOTE: April-October only (a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM) \$390.00 \$375.00 \$550.00 \$1,000.00 \$1,000.00 \$1,100.00 \$1,200.00 cility which es not include use <u>Section H.11</u>). Barn, y Parties, s, etc.) \$1,165.00
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED-	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM Event with Sales/Tickets (b) 0-100 people, Monday-Thursday, 5 PM – 11 PM (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM Event with Sales/Tickets (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM (d) 0-100 people, Monday-Thursday, 5 PM – 11 PM (e) 0-100 people, Friday and Sunday (f) 0-100 people, Friday and Sunday Event with Sales/Tickets (d) 0-100 people, Saturday and Sunday Event with Sales/Tickets (e) A flat fee of \$50.00 will be charged for each event per fact includes sales and/or tickets. *Add \$1.00 for each person over Event maximum. Includes 50 folding chairs and 6 tables (maximum \$100.00). Doe of the Heron Dome (see Section H.5) or the Amphitheater (see Section H.5) or the Amphitheater (see Section H.5) or the Amphitheater (see Section H.2) or the Allandale Experience" Rental - includes Mansion, Harvey's Brooks Pavilion (Corporate Meetings, Dinner Parties, Anniversar Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, NOTE: April-October only (a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM (b) 0-100 people, Monday – Thursday, 5:00 PM -10:30 PM) \$390.00 \$375.00 \$550.00 \$550.00 \$1,000.00 \$950.00 \$1,100.00 \$1,200.00 cillity which es not include use Section H.11). Barn, y Parties, s, etc.) \$1,165.00 \$1,325.00
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED-	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM Event with Sales/Tickets (b) 0-100 people, Monday-Thursday, 5 PM – 11 PM) \$390.00 \$375.00 \$550.00 \$550.00 \$1,000.00 \$1,100.00 \$1,100.00 \$1,200.00 cility which es not include use Section H.11). Barn, y Parties, s, etc.) \$1,165.00 \$1,325.00 \$1,925.00
FEE DELETED- OLD FEE \$500 FEE DELETED- OLD FEE \$900 FEE DELETED- OLD FEE \$1000 FEE DELETED-	TED	 Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc. (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM Event with Sales/Tickets (b) 0-100 people, Monday-Thursday, 5 PM – 11 PM (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM Event with Sales/Tickets (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM (d) 0-100 people, Monday-Thursday, 5 PM – 11 PM (e) 0-100 people, Friday and Sunday (f) 0-100 people, Friday and Sunday Event with Sales/Tickets (d) 0-100 people, Saturday and Sunday Event with Sales/Tickets (e) A flat fee of \$50.00 will be charged for each event per fact includes sales and/or tickets. *Add \$1.00 for each person over Event maximum. Includes 50 folding chairs and 6 tables (maximum \$100.00). Doe of the Heron Dome (see Section H.5) or the Amphitheater (see Section H.5) or the Amphitheater (see Section H.5) or the Amphitheater (see Section H.2) or the Allandale Experience" Rental - includes Mansion, Harvey's Brooks Pavilion (Corporate Meetings, Dinner Parties, Anniversar Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, NOTE: April-October only (a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM (b) 0-100 people, Monday – Thursday, 5:00 PM -10:30 PM) \$390.00 \$375.00 \$550.00 \$550.00 \$1,000.00 \$1,100.00 \$1,100.00 \$1,200.00 cility which es not include use Section H.11). Barn, y Parties, s, etc.) \$1,165.00 \$1,325.00 \$1,925.00

	3.	 (e) A flat fee of \$50.00 will be charged for each event per facility includes sales and/or tickets. Mansion and Garden Two Day Rental (Corporate Meetings, Dinne Anniversary Parties, Book Club Meetings, Seminars, Birthday Part Cocktail Parties, etc.) NOTE: April-October only (a) 0-100 people, Monday – Thursday, 10:30 AM -5:00 PM (b) 0-100 people, Monday – Thursday, 5:00 PM -10:30 PM (c) 0-100 people, Friday and Saturday (d) 0-100 people, Saturday and Sunday (e) A flat fee of \$50.00 will be charged for each event per facility vincludes sales and/or tickets. *Add \$1.00 for each person over Event maximum Does not include use of the Heron Dome (see Section H.5) or the (see Section H.11). 	r Parties, ies, \$780.00 \$1,100.00 \$2,100.00 \$2,100.00 vhich
	4.	Single Space Rental (Minimum 3 Hours & Maximum 5 Hours) (a) Hourly Rate	\$50.00
SECTION DELETED	2.	(b) Use of kitchen (microwave & refrigerator ONLY), per event - Mansion Meeting Rental Fees	
		(a) 0-50 people, Monday – Thursday (b) 0-50 people, Monday – Thursday Event with Sales/Tickets (c) 51-100 people, Monday – Thursday (d) 51-100 people, Monday – Thursday Event with Sales/Tickets.	 \$175.00 \$175.00
	5.	Heron Dome Rental Fees – Appropriate Mansion rental may apply (a) Monday – Thursday	\$175.00
FEE DELETED- OLD FEE \$225		 (b) Monday – Thursday Event with Sales/Tickets	 \$200.00 \$250.00
FEE DELETED- OLD FEE \$250		(d) Friday and Sunday Event with Sales/Tickets	
FEE DELETED-		 (f) Saturday Event with Sales/Tickets (d) A flat fee of \$50.00 will be charged for each event per facility v includes sales and/or tickets. 	 \$275.00
OLD FEE \$2	6 .	Mansion Tour Fees (a) Group tours, Monday – Friday, 8 AM – 4 PM\$25.00 + \$4	00 /paraap
OLD FEE \$2 OLD FEE \$3		(a) Group tours, Monday – Finday, 8 AM – 4 FM	
	8.	Barn Rental Fees (April – October Only)	A (00 00
OLD FEE \$375 FEE DELETED		 (a) 0-100 people, Monday – Thursday (b) 0-100 people, Monday – Thursday Event with Sales/Tickets 	\$400.00 \$425.00
OLD FEE \$450		(b) 0-100 people, Friday and Sunday	\$500.00
FEE DELETED-		(d) 0-100 people, Friday and Sunday Event with Sales/Tickets	
OLD FEE \$500		(c) 0-100 people, Saturday	\$600.00
FEE DELETED-		(f) 0-100 people, Saturday Event with Sales/Tickets	
		(d) A flat fee of \$50.00 will be charged for each event per facility v includes sales and/or tickets.	vhich
LANGUAGE DELETE	-0-	*Add \$1.00 for each person over Event maximum. Includes seating for 136 in the hayloft, 5 cocktail tables, and use o	f tho
		Gazebo and picnic area. There will be a fee for all other tables and	
·	9.	Barn Gazebo Rental Fees	•
OLD FEE \$175		(a) Monday – Thursday	
FEE DELETED-		(b) Monday – Thursday Event with Sales/Tickets	
OLD FEE \$275		(b) Friday and Sunday	
FEE DELETED-		(d) Friday and Sunday Event with Sales/Tickets	

OLD FEE \$300 FEE DELETED-		(c) Saturday (f) Saturday Event with Sales/Tickets	. \$350.00
		(d) A flat fee of \$50.00 will be charged for each event per facility which includes sales and/or tickets.	hich
LANGUAGE DELETE	ED- 10.	Includes use of Barn restrooms. <u>Does not</u> include use of Barn. Picnic Pavilion Rental Fees (April – October Only)	
OLD FEE \$325	10.		¢275.00
FEE DELETED		 (a) 0-100 people, Monday – Thursday (b) 0-100 people, Monday – Thursday Event with Sales/Tickets 	
OLD FEE \$375		 (b) 0-100 people, Friday and Sunday (d) 0-100 people, Friday and Sunday Event with Sales/Tickets 	\$425.00
FEE DELETED-			
OLD FEE \$425		(c) 0-100 people, Saturday	
FEE DELETED-		(f) 0-100 people, Saturday Event with Sales/Tickets	
		(d) A flat fee of \$50.00 will be charged for each event per facility whether the second secon	nich
		includes sales and/or tickets.	
		*Add \$1.00 for each person over Event maximum.	
LANGUAGE DELETE		Includes 10 picnic tables & 2 buffet tables. There will be a fee for all other tables &	chairs.
	11.	Amphitheater Rental Fees – Appropriate Mansion rental may apply.	
OLD FEE \$200		(a) Monday – Thursday	
FEE DELETED-		(b) Monday - Thursday Event with Sales/Tickets	
OLD FEE \$300		(b) Friday and Sunday	
FEE DELETED-		(d) Friday and Sunday Event with Sales/Tickets	. \$325.00
OLD FEE \$325		(c) Saturday	\$400.00
FEE DELETED-		(f) Saturday Event with Sales/Tickets	
		(d) A flat fee of \$50.00 will be charged for each event per facility whether the second secon	nich
		includes sales and/or tickets.	
LANGUAGE DELETE	D-	Includes use of Amphitheater dressing rooms. Does not include use of	f Mansion.
		Mansion Gardens or Heron Dome.	, ,
	14.	Equipment Fees	
OLD FEE \$1.50		(a) Folding Chairs, each	\$2.00
OLD FEE \$3		(b) Chivari Chairs, each	
OLD FEE \$6		(c) Tables, each	
		(d) Piano and Disklavier, per Event	
			\$50.00
	Dava N	Acustain Dark	
l.	Days	Aountain Park	
	4	Entrones /Derking	
	1.	Entrance/Parking	
LANGUAGE AMENDI		(a) Per car (up to a 15 passenger van)(fits in standard parking s	
LANGUAGE AMENDI	ED	(b) Per bus (anything above a 15 passenger van/bus) (does not	
		standard parking spot)	
NEW FEE	-	(c) Per car (Military parking with valid ID)	FREE
	2.	Natural History and Planetarium programs	
		(a) Individual rates	
		(1) Planetarium	
		(15 or more, group rate) per person	
LANGUAGE AMEND	ED (2)	Nature show program	.\$3.00
		(b) Schools – scheduled during normal school hours	
OLD FEE \$2		Out of county students - per student/per program	\$4.00
OLD FEE FREE		(Sullivan, Hawkins Counties and Kingsport, Bristol students)	\$2.00
	3.	Other Programming	
FEE DELETED-		(a) Low Ropes Course (minimum of 8 people, maximum of 40 p	eople)
		Staff led programming\$5.00 per	

FEE DELETED- FEE DELETED- FEE DELETED-		(b) Hawks Nest (age 11 & up) (weight limit 275 lbs.). \$25.00 per person (c) Flying Squirrel Zipline (weight limit 275 lbs.)\$10.00 per person (d) Team Building – Half Day (minimum of 8 people, maximum of 24 people) (weight limit 275 lbs.)\$35.00 per person	
FEE DELETED-		Includes Low Course or Hawks Nest, Icebreaker games and Zipline (e) Team Building – Full Day (minimum of 8 people, maximum of 24 people) (weight limit 275 lbs.)	
FEE DELETED-		Zip Party (scheduled during park hours) (weight limit 275 lbs.) (1) 1-10 people\$125.00 (2) 11-19 people\$175.00	
FEE DELETED-		(3) 20+ people \$225.00 (g) Zip Party with use of Farmstead for one hour \$225.00 (g) Cip Party with use of Farmstead for one hour \$100 (1) 1-10 people \$160.00 (2) 11-19 people \$210.00	
FEE DELETED-	FD	 (3) 20+ people\$260.00 (h) Special Twilight Zip: (maximum of 20 people)\$25.00 per person (i) Canoe/Kayak Tour Programs\$10.00 per person Canoe/Kayak Tour Programs (Association Park Members)\$5.00 	
	4.	Facilities rental(a) Building/Rooms (per hour-2 hour minimum)	
FEE DELETED- FEE DELETED- FEE DELETED-		 (5) Amphitheater (after hours) (maximum of 300 people). \$20.00 (5) Cabin/meeting room (maximum of 25 people)\$50.00 (b) Other Facilities Rental (1) Overnight camping, per group/per night (max 15 people)\$50.00 (2) Zip line school) 0 90 90
FEE DELETED- FEE DELETED-		(4) Half Day Course School\$20.0 (5) Full Day School\$25.0	
FEE DELETED-	6.	 Tour Groups (a) KCVB Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)\$7.00 (a) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)\$10.00 	Ĵ
FEE ADDED	8.	Planetarium Show Leases\$100-\$25,000	
J.	Senior	Citizens Programs	
OLD FEE \$10	2.	Ceramic/Clay, yearly usage fee\$25.00	
OLD FEE \$2	6.	Locker Fee	
FEE DELETED	7	Newsletter (a) Annually\$6.00 (b) Per copy\$0.50	

К.	Lynn View Community Center	
	1. Gym Rentals	
	(a) Per hour (2 hour minimum)	\$30.00
FEE ADDED	(b) Pickleball, per hour (2 hour minimum) includes nets	\$40.00
	(c) Tournament Rental, per day (10-hour maximum)	\$300.00
	(d) Each additional hour after 10	\$15.00
	(e) Vendor Fee for Events with Sales/Tickets	\$15.00
	2. Cafeteria Rental	
	(a) Per hour (3 hour minimum)	\$20.00
FEE DELTETED	(b) per hour (3 hour minimum) Event with Sales/Tickets	\$22.00
FEE ADDED	(b) Event with Sales/Tickets, additional fee per hour	
	3. Multipurpose Room Rental	
	(a) Per hour (3 hour minimum)	10.00-\$15.00
FEE DELTETED	(b) per hour (3 hour minimum) Event with Sales/Tickets	\$7.00-\$12.00
FEE ADDED	(b) Event with Sales/Tickets, additional fee per hour	\$5.00
	4. Auditorium Rental	
	(a) Per hour (3 hour minimum)	
FEE DELTETED	(b) per hour (3 hour minimum) Event with Sales/Tickets	
FEE ADDED	(b) Event with Sales/Tickets, additional fee per hour	\$5.00
L.	Kingsport Farmers Market	
	1. Pavilion Rental	
	(a) Half Day: Monday–Sunday, 8AM–12 Midnight	¢500.00
OLD FEE \$400	(up to 8 hours will be considered a half day rental)	
OLD FEE \$500	(b) Full Day: Monday–Sunday, 8AM–12 Midnight, per day	¢600.00
OLD FEE \$100	(over 8 hours will be considered a full day rental)	
OLD FEE \$100	 (1) Prep/Take Down in addition to a full day (c) Facility charges for Events lasting beyond the designate 	
OLD FEE \$85	 (c) Facility charges for Events lasting beyond the designate (all facilities and grounds) per hour 	
OLD FEE \$550	(d) Pavilion and Carousel combo rental	
	Rental of pavilion and carousel must happen at the sam	
	(Includes Pavilion 8 hour rental from Option (b) listed abo	
	M.2. listed in the next section: Carousel Special Events, nonpublic	
М.	Kingsport Carousel	
FEE ADDED	6. One Year Membership	\$125.00
N Vingor	Nort Aquatia Cantar Evanta/Equilitian	
N. Kingsp SECTION ADDED	oort Aquatic Center Events/Facilities	
SECTION ADDED	 Quarterly Memberships (a) Under 48" 	¢05.00
	(b) 48" and above	
	(b) 46 and above	
	(d) Family (4 within same household)	
	(1) Additional person (living in same household)	
	(e) Replacement card	
Chapter 70 –	Peddlers and Solicitors	
	A Street Vandere Dermit application for	¢000.00

Chapter 86 - Solid Waste

Α.	Remo	val of Garbage, Trash and Recycling
OLD FEE \$82	6.	Construction waste material, per ton \$105.00 <i>This fee will be assessed to the property owner for any construction</i> <i>waste placed on the right-of-way.</i>
OLD SECTION	-12.	Roll Off Containers
-		(c) Pull fee, per trip (minimum of one per month)\$135.00
		Note: Customer will be required to pay these costs up front and before delivery of dumpsters. \$315.00 includes the tipping fee for 2 tons (\$90),
		rental fee (\$90) and pull fee (\$135). Customer will be billed for additional
	40	tonnage.
NEW SECTION	12.	Roll Off Containers (a) Rental fee, per service\$350.00
		(b) Additional tip fee, per ton\$60.00
		Note: Customer will be required to pay \$350.00 up front and before
		delivery of dumpster. The \$350.00 covers the tipping fee for two tons,
		rental fee and pull fee for one service. One service is defined as customer calling to request roll off be emptied or 30 day rental
		threshold has been met, whichever comes first. If additional rentals
		are needed the customer will need to pay another rental fee. Customer
		will be billed for additional tonnage over two tons.
В.	Demo	lition Landfill Fee and Charges
	1.	A tipping fee shall be charged to all users of the Demolition Landfill. City
		residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost
		twelve times per year (July 1 through June 30). This applies to City residents performing work at their primary residence.
OLD FEE \$20	2.	A minimum tipping fee shall be charged for all vehicles entering the landfill
		with a net weight of less than 1,000 lbs\$30.00
OLD FEE \$40	3.	A tipping fee shall be charged for all vehicles entering the landfill with a net
WAS "2"/OLD FEE \$2	50 /	weight of 1,000 lbs or more (calculated on a per ton basis at a rate of per ton).\$60.00 Tires: (a) 6 or less, each \$3.00
WAS 270LD FEE \$2		
		oplication and permit fee (Contract collectors and haulers of solid waste)\$750.00
		al fee must be submitted with the application. The fee is nonrefundable.
		the application is approved by the Director of Public Works, the permit shall
		the next 30 th day of April following issuance of the permit. The duration of the
		all not exceed one year. The permit fee is not pro-rated. Regardless of when

the application is submitted, the full fee must accompany the application.

Chapter 102 – Utilities

All rates and fees set out in Chapter 102 shall be effective for billing on or after July 1, 2024.

Water-Usage-Rates-and-Fees¶

A.→<u>Unmetered·Non-commercial·Customers</u>····Monthly·Rate......\$22.06¶

- B.→<u>Water·Usage·Rates</u>¶
 - $1. \! \rightarrow \! \mathsf{Base} \! \cdot \! \mathsf{charge} \! \cdot \! \mathsf{per} \! \cdot \! \mathsf{month}, \! \cdot \! \mathsf{by} \! \cdot \! \mathsf{meter} \! \cdot \! \mathsf{size} \! \cdot \! \P$

\rightarrow	<u>Size</u> →	Inside-City	\rightarrow	<u>Outside-City</u> ¶
\rightarrow	5/8∙inch .)	\$- 9.20<u>-</u>9.64		\$ 18.16 19.15
\rightarrow	1∙inch⇒	\$ 16.37 <u>17.15</u>		\$· 36.93 · <u>36.49</u> ¶
\rightarrow	1.½·inch⇒	\$- <mark>30.72</mark> - <u>32.18</u>	. ≯	\$- <mark>66.80</mark> .67.17
\rightarrow	2· <u>inch</u> ⇒	\$- 52.25 - <u>54.73</u>	⇒	\$ 111.60 113.18
\rightarrow	3∙ <u>inch</u> ⇒ \$•	136.03 <u>142.49</u>	⇒	\$- <mark>300.92</mark> - <u>300.10</u> ¶
\rightarrow	4· <u>inch</u> ⇒ \$·	288.89 - <u>302.61</u>	⇒	\$ <mark>673.28</mark> 655.24
\rightarrow	6· <u>inch</u> ⇒ \$·	604.90 <u>633.63</u>	⇒\$- <mark>1</mark> ,	407.46 1,370.79
\rightarrow	8· <u>inch</u> ⇒ \$·	835.98 <mark>875.66</mark>	⇒\$- <mark>1</mark> ,	931.25 1,887.15
\rightarrow	10∙ <u>inch</u> . ≯ \$∙ <mark>1,4</mark>	04.80 1,471.53	⇒\$- <mark>3,</mark>	220.56
\rightarrow	12∙ <u>inch</u> \$• <mark>2,4</mark> :	39.72 • <u>2,555.61</u>	⇒\$- <mark>5,</mark>	566.39 5,471.00

2.→ Usage Rate Schedule (Rate Per Thousand Gallons)¶

\rightarrow	Volume-Used	\rightarrow	Inside-City	\rightarrow	<u>Outside-City</u> ¶
\rightarrow	• <mark>1,000</mark> • <u>500</u> ·•70,000•g	allons 	\$• <mark>3.11<u>•2.87</u>.</mark>		\$• 6.23 • <u>5.75</u> ¶
\rightarrow	Over·70,000·gallo	ns . →	\$• <mark>2.23</mark> •2.30.		\$ <mark>4.45 <u>4.59</u>9</mark>

Sewer-Usage-Rates-and-Fees¶

K.→ <u>Sewer·Usage·Ra</u> t	tes¶				
1.→Base-ch	arge∙per∙month•¶				
(4	a)→Inside•City			\$• <mark>13.</mark>	56 <u>11.80</u> ¶
(b)→Outside•City			\$· <mark>20.</mark> :	39 <u>17.74</u>
2.→Class-I-l	Jsage-Rates-(Rate-Per-T	housand∙G	allons)¶		
\rightarrow	<u>Volume-Used</u>	\rightarrow	Inside-City	\rightarrow	Outside-City¶
→ All-	Jsage∙over… <mark>1,000</mark> .500.g	allons .	\$ 10.34 10.77	⇒	\$ 15.51 <u>16.15</u> ¶

Chapter 110 - Vehicles for Hire

FEES	G.	KATS Dial-A-Ride (share ride on-demand transportation throughout the City of Kingsport when
ADDED		ADA capacity allows)
		1. Dial-A-Ride, Trips within ADA Zone 1 (one-way trip)\$3.00

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

Chapter 114 - Zoning

OLD FEE \$20 E.		Zoning Verification Letter	
	G.	Technology Publication for Called Meeting of the Kingsport Regional Planning Commission Mural Application	5120.00



AGENDA ACTION FORM

Consideration of a Resolution to Apply for and Receive Connected Communities and Facilities 2.0 Grant

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-179-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:CommitteePresentation By:Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will apply for and be authorized to receive the <u>Connected Communities and</u> Facilities 2.0 Grant (CCF) for up to \$2,000,000.

CCF is an ARPA funded grant administered through the Tennessee Department of Economic and Community Development (TNECD). The program's goal is to <u>make digital access easier by building</u> <u>and rehabbing spaces</u> where communities can <u>come together and connect digitally</u>. The goal is to create places where people can access digital resources for <u>work, health, and education</u> in one location.

If the application is successful the funds will be utilized toward the construction costs of the library renovation.

The deadline to apply for the grant is <u>July 12</u> with award announcements being made in <u>September</u> <u>2024</u>. Funds must be expended by <u>December 30, 2026</u>.

A 10% grant match, \$200,000, is required. Matching funds are identified in GP2300.

Attachments: 1. Resolution 2. Grant Overview

	Y	N	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

Item XI12.

RESOLUTION NO.

A RESOLUTION TO AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND PROPER TO APPLY FOR AND RECEIVE A CONNECTIVE COMMUNITY AND FACILITIES 2.0 GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

WHEREAS, the city is eligible to apply for a Connected Communities and Facilities 2.0 Grant administered by the Tennessee Department of Economic and Community Development; and

WHEREAS, if awarded, grant funds will be utilized towards the library renovation project; and

WHEREAS, funding up to \$2,000,000.00 is available through the grant, which requires a 10% match of up to \$200,000.00; and

WHEREAS, the matching funds are available in fund GP2300.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Connected Communities and Facilities 2.0 Grant through the Tennessee Department of Economic and Community Development in the amount of \$2,000,000.00.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Item XI12.

RODNEY B. ROWLETT, III, CITY ATTORNEY

Program Description

Overview of the Grant Program

The Connected Communities Facilities 2.0 Grant Program's goal is to make digital access easier by building and rehabbing spaces where communities can come together and connect digitally. The goal is to create places where people can access digital resources for work, health, and education in one location. The Connected Communities Facilities Grant Program is funded by the ARPA Capital Project Fund (CPF).

Key Dates

*Subject to change

- May 15, 2024 Application Open
- July 12, 2024 Application Close
- September 2024 Award Announcements

Federal Award Information

Award Amount

The maximum grant request allowable for the Connected Community Facilities Grant Program is \$2 million.

Match Amount

The grant will cover up to 90% of eligible project expenses, with a required 10% match by the grantee.

Period of Performance

All contracts with grantees must be in effect by November 30, 2024. *Funds must be expended by December 30, 2026.*

Eligible Applicants

- County Government
- Local Government
- Health Department
- K-12 School
- Library
- Public Safety Unit of Government
- Nonprofit partnering with any of the above governments to address the digital divide **must demonstrate strong local government support for application. Read more in guidebook.*

Eligible Communities

Automatically Eligible Communities: Any project that is in counties with a Median Family Income at or below 300% of the Federal Poverty Guidelines for a default household size of 3 (\$65,880).

This is all counties except: Cheatham, Davidson, Fayette, Knox, Loudon, Maury, Robertson, Rutherford, Sumner, Tipton, Williamson, or Wilson. Note: Counties with AMIs above \$65,880 are still eligible to apply if they show that they are serving a target population (defined in the next section).

Priority Eligible Communities: Following Governor Bill Lee's Executive Order 1, applicants from an "at-risk" or "distressed" county, as designated by the Appalachian Regional Commission, will receive 5 additional points in their scoring. In fiscal year 2024, Tennessee's "at-risk" and "distressed" counties were:

- At-Risk (27): Benton, Campbell, Carroll, Carter, Claiborne, Decatur, Fentress, Greene, Grundy, Hawkins, Haywood, Houston, Jackson, Johnson, Lauderdale, Lewis, Macon, McNairy, Meigs, Morgan, Pickett, Rhea, Sequatchie, Unicoi, Van Buren, Warren, Wayne
- Distressed (8): Bledsoe, Clay, Cocke, Hancock, Hardeman, Perry, Scott, Lake

Additionally, projects in a **Qualified Census Tract (QCT)** will receive 5 additional points in their scoring. Applicants may earn up to 5 points for projects in an At Risk/Distressed County or QTC, but not for both categories simultaneously.

Eligible Target Populations

If the project is located in Cheatham, Davidson, Fayette, Knox, Loudon, Maury, Robertson, Rutherford, Sumner, Tipton, Williamson, or Wilson Counties, the project must serve one of the following eligible populations:

- Providing Services in a Qualified Census Tracts
- Low-or-moderate income households or communities
- Households that experienced unemployment
- Households that experienced increased food or housing insecurity
- Households that qualify for the Children's Health Insurance Program
- Households that qualify for Childcare Subsidies through the Child Care

Verification of eligible population: As part of the application process, applicants will be required to provide verification of the end beneficiary that aligns with the selected target population. By choosing a specific population, applicants are committing to collect verification. Sampling the population and collecting data over given periods of time is acceptable.

Examples of CCF Projects

Based on the information provided, here are examples of ideal projects for the Capital Projects Fund (CPF):

• Digital Learning Hub: A partnership between a local government and a private sector company could develop a digital learning hub. This facility would provide high-speed internet, computers, and telehealth equipment, serving as a digital learning center, workforce training center, and telehealth clinic. The private sector partner could contribute expertise in technology and digital literacy training, while the local government ensures accessibility and community engagement.

- Maker Space: A collaboration between a local government and a private sector innovation company could establish a maker space. This space would include a flexible space for workforce development, a computer lab for education, and a telehealth room for healthcare services.
- Community Wellness Center: A partnership between a local government and a healthcare provider could create a community wellness center. This center would combine a fitness center, a library, and a telehealth suite.
- Community Center: A partnership between a local government and a cultural organization could establish a cultural and community center. This center would include a cultural arts space, a library, a workforce development center, and a telehealth suite. The private sector partner could contribute to the cultural arts space and workforce development center, ensuring a vibrant cultural scene and effective workforce training, while the local government could manage the library and telehealth services.



AGENDA ACTION FORM

<u>Consideration of a Resolution to Ratify the Mayor's Signature to Apply for and Receive</u> 2025 LSTA Technology Grant

To:Board of Mayor and AldermenFrom:Chris McCartt, City Manager AL

Action Form No.: AF-175-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Mary ThomasPresentation By:Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will apply for and be authorized to receive the 2025 Tennessee State Library and Archives (TSLA) Library Services and Technology Act (LSTA) Technology Grant for the Kingsport Public Library (KPL). Due date was June 17, 2024

This is a grant that is offered annually that provides funding to libraries for technology purchases. These purchases include laptops, tablets, children's learning devices, etc. The Kingsport Library is requesting a total of \$10,261.

A 50% match is required which will provided by the Friends of the Kingsport Public Library

Attachments:

- 1. Resolution
- 2. Supplemental Information

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery Olterman		—	
Phillips		—	—
Shull		—	
onun			

RESOLUTION NO.

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE THE 2025 LIBRARY SERVICES AND TECHNOLOGY ACT GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES

WHEREAS, the city, on behalf of its Kingsport Public Library, is eligible to apply for the 2025 Library Services and Technology Act Grant (LSTA) from the Tennessee State Library and Archives to replace or purchase technology for use by staff or the public; and

WHEREAS, the grant will be used to purchase technology items such as laptops, tablets and children's learning devices; and

WHEREAS, the grant is in the amount of up to \$10,261.00, and requires a fifty percent (50%) match of funds which will be made available from the Friends of the Kingsport Public Library.

Now therefore,

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

SECTION I. That the application submitted on June 17, 2024, for the 2025 Library Services and Technology Act Grant, in the amount of \$10,261.00, is ratified, including the execution of the same by Mayor Patrick W. Shull.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive the 2025 Library Services and Technology Act Grant (LSTA) from the Tennessee State Library and Archives in the amount of \$10,261.00 for technology items such as laptops, tablets and children's learning devices, which requires a fifty percent (50%) match, which will be made available by the Friends of the Kingsport Public Library.

SECTION III. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Tre Hargett Secretary of State **Tennessee State Library and Archives**

Department of State State of Tennessee 1001 Rep. John Lewis Way North Nashville, TN 37219 615-741-7996

The Tennessee State Library and Archives is pleased to provide a grant opportunity to public libraries across Tennessee for their technology needs. This grant is supported in part by the U. S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act.

The 2025 Technology Grant is available for public libraries to replace or purchase technology for use by staff or the public. Grant funds are available for the following:

- Computers
- Software
- Networking hardware
- Peripherals

Grant awards are in the amount of up to \$20,000.00, and each grant will require a 50% local match. The Grant will run from October 1, 2024 – April 30, 2025.

Note: As this is a contractual grant, all contracts will have to be signed and received by the Library and Archives prior to funds being available.

Applications can be sent via e-mail, fax, or mail, as we do not require original signatures to be submitted. Please send all applications to the appropriate person on pages 12 and 13.

If you have questions regarding eligibility or the grant in general, please contact:

Jennifer Cowan-Henderson phone: 615-741-1923 email: Jennifer.Cowan-Henderson@tn.gov

Deadline for applications is June 17, 2024



Tre Hargett

Secretary of State

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Legal Library Name (or applicant name if a Friends group or city/county)	Kingsport Public Library			
Full Name of the Entity that is registered for the UEI number listed below	City of Kingsport			
UEI (Unique Entity Identifier @SAM.gov) Number*		YE45C4JZC	5U1	
Grantee Mailing Address	2	400 Broad S	treet	
City	Kingsport	State	Zip Code	
	0-1	TN	37660	
Grantee Physical Address If different than mailing address				
City		State	Zip Code	
Phone Number	423-229-9388			
City/County to be Served		City of Kingsport		
Name of Region, Independent or Metro	Holston River		ver	
Grant Contact Person will be the person listed in the contract	Mary Thomas			
Grant Contact Person Title	Library Manager			
Grant Contact Person e-mail address	maryth	marythomas@kingsporttn.gov		
Title VI Contact Name	Tyra Copas			
Title VI Contact Information	Phone	Email		
	423-229-2448	tyracopa	s@kingsporttn.gov	
Date of Grantee's Last A-133 Audit** spent \$500,000 or more in <u>Federal Funds only</u>	January 12, 2024			
Fiscal Year Covered in Last A-133 Audit <i>i.e.</i> 2017/2018, 2013/2014, etc.	2022/2023			
Federal Congressional District(s) to be Served	(District Number only)			
	1			
State House District to be Served	(District Number only)			
	-	1, 2, 6		
State Senate District to be Served	(District Number only)			
	2, 4			





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* Unique Entity Identifier (UEI)

Starting in April 2022, the Federal government requires that any grantee of Federal funds provide a UEI instead of a DUNS number. UEIs are free to register for and to renew and are available through <u>https://sam.gov</u>. You may have already gone through this process with E-rate.

Please note that you will have to have a login to access the system.

Whose UEI should I use?

- If you are a department of the city or county, you can use the UEI of your city or county.
- Please check with your financial officer regarding what UEI you should use, or if you should register for your own.
- 501-C-3 libraries should either have their own UEI or have permission from their funding body to use theirs.
- 501-C-3 Friends groups should have their own UEI and FEIN, as they are not funded by the library's funding bodies.

From the U.S. General Services Administration:

If you are new to the federal marketplace, you may not know what it means to "register" in SAM.gov versus just getting a unique entity identifier (or "UEI" as we sometimes call it).

First, what is a UEI?

Today, the federal government uses the DUNS Number, issued by Dun & Bradstreet, to identify businesses and organizations as unique. Each unique business or organization is referred to as an "entity" on SAM.gov. Each entity that does business with the government by bidding on contracts or applying for grants, and certain subawardees, need a DUNS Number to conduct business with federal agencies.

Effective April 4, 2022, the federal government will stop using the DUNS Number and start using a new identifier, the Unique Entity ID (SAM), to identify businesses and organizations as unique. Like the DUNS Number, the UEI will be required to do business with the government.

What Does it Mean to Get a UEI?

Getting a UEI is a validation that your entity is what you say it is: a unique organization with its own physical address. *Just getting a UEI assigned does not mean your organization is eligible for federal awards*. SAM.gov will validate and assign a UEI to your organization even if you do not intend to register your entity in SAM.gov. "Getting a UEI" in SAM.gov refers to just that—getting a UEI only, not registration. If you are only interested in participating in the award process as a sub-awardee or other situations when registration is not required, then getting only a UEI is the right option for you.





Tre Hargett Secretary of State Tennessee State Library and Archives Department of State

State of Tennessee 1001 Rep. John Lewis Way North Nashville, TN 37219 615-741-7996

Unique Entity IDs (SAM) do not expire, and if you choose to register your entity later, you will keep the same Unique Entity ID (SAM).

What Does it Mean to Register Your Entity?

"Entity Registration" is a more involved process where you provide certain information about your organization and get a UEI along the way (if you don't already have one). "Register" in SAM.gov always refers to entity registration. If you are interested in participating in the award process as a primary contractor or awardee—the one that bids directly or applies for the award—then registering is the right option for you.

Registration requires you to provide detailed information about your organization, potentially including representations and certifications (we call them "Reps & Certs"), tax information, assertions (organization size metrics, NAICS codes, etc.), and more. Your registration must be updated (renewed) every year to remain active and keep you eligible for federal awards.

Where Do I Go to Get a Unique Entity ID (SAM)?

- If you have an entity registration (even if your registration has expired), you already have a Unique Entity ID (SAM). You can find it by selecting the Entity Management widget in your Workspace on SAM.gov or by signing in and searching entity information.
- If you are a sub-awardee now or want to be one in the future, choose "Get Started" on the SAM.gov homepage and "Get a UEI." Do not choose "Register Entity."
- If you want to bid as a primary awardee on a contract or grant now or in the future, you need to register your entity. A Unique Entity ID (SAM) will be assigned to you as part of registering. Choose "Get Started" on the SAM.gov homepage and "Register Entity."

<u>Check out this FAQ</u> for more on the difference between getting a UEI and registering your entity. And if you have more questions about the transition from the DUNS Number to the Unique Entity ID (SAM), please check out our list of <u>FAQs</u> on FSD.gov.

There is also a <u>help area</u> on the SAM.gov website if you need assistance.

** A-133 Audit

An A-133 audit is not your typical annual audit. This is an audit that is required by the Federal government if you or your city/county (if you are a department) spent more than \$500,000 in federal funds.

Please check with your city/county/library financial officer to verify that your library was or was not part of an A-133 audit. If you were, then please provide the fiscal year that the audit was conducted for.



Item XII1.

Certifications

For this LSTA Grant Proposal to be considered for funding, the library must meet requirements for items in the certification tables below.

• If this LSTA grant request <u>does not</u> include funding for computers or electronic devices to access the Internet, computer software, or peripherals installed on computers accessing the internet, compliance with item 1 is not required.

I certify that the applicant or public library being applied for is compliant with the following:

			Please check one			
			Yes	No		
1.	Children's Internet Protection Act					
	(complete and sign Internet Safety Certification page, which follows this page)					
2.	Title	VI, Civil Rights Act of 1964	\checkmark			
3.	Type	of Library (please mark yes or no, please choose only one as yes)		•		
	3.a. Department of the County or City					
	3.b.	Joint Venture (a formal agreement between a city and county; between cities; between cities and counties, or between counties where funding for the library is split between the agreeing entities, and the facility and materials are equally owned by the funding bodies; the library is considered neither a city nor a county department, but is a separate entity and is audited independently)				
	3.c.	A documented 501-C-3 (the library has filed with the IRS as a 501-C-3 non-profit organization; having a tax-exempt number or using one from a city or county does not qualify the library as a 501-C-3, just as tax exempt)				
	3.d.	Other, please specify				
	Items 4 – 7 are not required for Metropolitan or Independent Libraries					
4.	Signed Service Agreement filed with your regional office for the most recent completed fiscal year					
5.	Signed Maintenance of Effort documentation filed with your regional office for the most recent completed fiscal year					
6.	Did a member of your library board attend the 2023 Trustee Workshop? ✓					
6.a.	If yes, please provide the name of at least one board member who attended					
	Attendee Name: Mickey Shull and John Deats					
7.	Has the Standards Survey been completed for your library for the 2022/2023 Fiscal Year? ✓ (<i>Please note this is for last fiscal year</i>)**					
8.	How	many served on your board (including ex officio members if any) as of June 30,	#board	# certified		
	2024? How many of those board members completed the Tennessee Trustee Certification 7 1 Program?**			1		

Items 6 – 8 *will directly affect your grant award.*

** Note: The status of your Standards Survey and Trustee Certification will be checked to ensure that the data is correct.

Signature of Library Director

Signature of Board Chairperson or Authorizing Authority

Printed Name and Title of Board Member or Authorizing Authority



Item XII1.

Date

Date

Internet Safety Certification For Public Libraries

Library Name: Kingsport Public Library

As the duly authorized representative of the library, I hereby certify that

(Check EITHER A or B, but not both):

A.	The recipient library has complied with the requirements of Section $9134(f)(1)$ of the Library Services and Technology Act and has in place the following policies, as provided by 20 U.S.C. Section $9134(f)(1)$:
	 (i). A policy of Internet safety <i>for minors</i> that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are: (1) obscene; (2) child pornography; or (3) harmful to minors; and the library is enforcing the operation of such technology protection measure during any use of such computers <i>by minors</i>; and (ii). A policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (1) obscene; or (2) child pornography; and the library is enforcing the operation of such technology protection measure during any use of such technology protection measure during any use of such computers to visual depictions that are (1) obscene; or (2) child pornography; and the library is enforcing the operation of such technology protection measure during any use of such computers.
В.	The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the recipient library because no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.

Signature of Library Director or Authorizing Authority

Date

Printed Name of Signatory

Title of Signatory



Certification of Indirect Cost

Library Name: Kingsport Public Library

Definition: An Indirect Cost is an organization's incurred cost that cannot be readily isolated or identified with just one project or activity. These types of costs are often referred to as "overhead costs." Typical examples are charges for utilities, general insurance, use of office space and equipment that you own, local telephone service, and the salaries of the management and administrative personnel of the organization.

Note: Choosing to utilize indirect cost will not increase your grant award.

Check one of the following options regarding indirect costs as part of your grant award.

The Grantee has a Federally negotiated rate for indirect cost, which is _____%. Note: if a Federally negotiated rate is chosen, it is necessary for the appropriate documentation to be attached.

The Grantee requests that <u>10%</u> of their grant award be allocated for indirect costs.

The Grantee requests that $\underline{0\%}$ of their grant award be allocated for indirect costs, and that the full grant award go towards the cost of technology items.

Signature of Library Director or Authorizing Authority

Date

Printed Name of Signatory

Title of Signatory



Financial Certification

62-6000323

Library Name: Kingsport Public Library

Federal Employer Identification Number (FEIN)

Also referred to as a tax-exempt number

Business Name or Name of the Holder of the FEIN

City of Kingsport

In order to direct deposit your reimbursement, please provide the last 4 digits of the account you will be using for this grant <u>1379</u>

Note: if using a new account for direct deposit, please contact the grant manager for the documentation and instructions to add this account to your file.

Signature of Authorizing Authority

Date

Printed Name of Authorizing Authority

Title of Authorizing Authority

If you cannot receive reimbursement by direct deposit, please provide below the address of where a check should be sent.



Instructions

- 1. All Windows Desktops and Laptops purchased in this grant must follow the minimum specifications, though you are not required to purchase from the State contract.
 - a. This includes the hard drive size, whether solid state (SSD) or hard disk drives (HDD).
- 2. If you are planning to purchase from the State Contract for desktops or laptops, the description can be "Platform 2" or whichever platform meets the minimum specifications.
- 3. You will need to specify what purpose each item will provide. For example:
 - a. Is your item to replace an older one?
 - b. Will it be to increase your network size?
 - c. Will it allow you to increase your service?
 - Note: Items requested cannot be for marketing or advocacy purposes.
- 4. The grant request should be up to half of the total cost, with the overall grant request from all categories not being more than \$20,000.00 and no less than \$350.00. A grant request of \$20,000.00 would mean that a minimum total of \$40,000.00 would be spent towards the grant with both the grant award and local funding match.
- 5. Any item that is \$5,000.00 or more in total cost for a single item is not eligible for this grant.
- 6. Licenses that extend past the grant end date will be prorated to meet the dates on the contract.
- 7. This is a matching grant, in that for every dollar you receive from the grant, a local dollar must be spent at well.

Note: Federal funds (i.e. USDA funds) cannot be used as your match for this grant.

- 8. Paper purchases can be an eligible cost with leftover funds, up to \$100.00, but may not be requested on the application.
- 9. Printer toner can only be requested if a printer is also requested.
- 10. Subscription software is eligible, but it will be prorated to meet the grant contract dates of October 1, 2024 April 30, 2025.

Ineligible Items

Items not eligible for direct purchase through this grant include (but may not be limited to):

- Refurbished equipment (desktops and laptops included)
- Salaries
- Construction
- Gaming Consoles/Games
- Mobile Apps
- Network Cabling
- Patron/door counters
- STEM kits (including robotics)
- Security systems
- Phones
- Internet access or phone charges
- Late fees, fines, or penalties
- Telecomm and surveillance items or systems by Huawei, ZTE, Hytera, Hangzhou Hikivision, or Dahua Tech companies and corporations

- Taxes
- Hotspots
- Renewal charges, for example: ILS systems
- Items costing \$5,000.00 or more
- Digital picture frames
- Headphones/earbuds purchased specifically to sell or give away
- Non-digital microfilm readers or reader/printers
- Non-networked and/or leased networked copiers
- Items purchased solely for marketing, personal, or advocacy purposes
- Food or giveaway items
- Furniture, kiosks, and seating

Note: If you are not sure if the item you are interested in is eligible, please feel free to ask.



Minimum Specifications for Windows Desktops and Laptops

Windows Desktop

Operating System:	Windows 11 Professional Edition 64-bit
Processor Speed:	Intel Core i5-12500
Memory:	8 GB
Hard Drive:	256 GB (either HDD or SSD)
Warranty:	3 year on-site or ship back warranty

Windows Laptop

Operating System:	Windows 11- Professional Edition 64-bit
Processor Speed:	Intel I5-1235U processor
Memory:	8 GB
Hard Drive:	256 GB (either HDD or SSD)
Warranty:	4 year on-site or ship back warranty





Category	Description/Purpose	Is this a subscription?	#	Cost per Unit	Total Cost	Grant Request
		What are the license dates?	Requested	_		(up to 1/2 of total
						cost)

Library Name Kingsport Public Library

Computers						
Windows Desktop (must meet or exceed minimum specifications)						
Windows Laptop (must meet or exceed minimum specifications)	Public Access, these will be replacing computers Includes	No	4	742	3710	1855
Additional Warranty						
Macintosh Desktop						
Macintosh Laptop						
Server						
Children's Workstation	Self-contained children's – Replacing older one (AWE)	No	1	4551	4551	2276
All-in-one or Thin Clients						
Other Computers (please specify)						
Software (subscriptions will be pro-	orated if they started before Octol	ber 1, 2024 and/or exceed past	t April 30, 2025)			
Productivity Software						
Security Software						
Anti-Virus Software						
Automation						
Other Software (please specify)						
Networking Hardware (internet	cabling is not eligible)					
Routers/Wireless Routers						
Hubs/Switches/etc.						

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ltem XII1.

Category	Description/Purpose	Is this a subscription?	#	Cost per Unit	Total Cost	Grant Request
		What are the license dates?	Requested	_		(up to 1/2 of total
			-			cost)

					9761	4881
			-	20		
Other Items Not in Another Ca Tablet protective cover	Protective covers for iPads	No	4	25	100	50
Other (<i>please specify</i>)						
(include how it will be used and where in the description)						
Γν						
Tablet/iPad	iPads - Staff mobile circulation to assist patrons throughout the library	No	4	350	1400	700
Digital Camera						
E-Book Reader						
Flatbed Scanners						
Barcode Scanners						
Printers						
All-in-One Scanners/ Fax /						
Color Printers						
Black and White Printers						
Monitors						
Peripherals, Mobile Devices and	d other Small Items				<u> </u>	
(please specify)						
Other Networking Hardware						

*Total request should be in a whole dollar format

Please add additional pages after this page if necessary

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Checklist for Application

Application completed

All certification pages completed and signed

Please note: Authorizing Authority is referring to someone not part of the library staff that has fiscal authority. This can include the board chair, mayor, city or county financial officer, etc.

Grant Questions?

Questions regarding the tech grant can be sent to Jennifer Cowan-Henderson Phone 615-741-1923 E-Mail Jennifer.Cowan-Henderson@tn.gov

Submitting Applications

Applications will be accepted via e-mail, postal mail, or fax, as we do not need original signatures.

Applications can be sent to your regional Assistant Director, or the Lead Grant Analyst:

Buffalo River Regional Library

Anne Reever Osborne, Assistant Director Anne.Osborne@tn.gov 230 E. James Campbell Blvd., Suite 108 Columbia, TN 38401 Fax: 931-388-1762

Clinch River Regional Library

Madison Hough, Assistant Director Madison.Hough@tn.gov 1001 Rep. John Lewis Way N. Nashville, TN 37219 Fax: 615-532-9904

Falling Water River Regional Library

Claire Broyles, Assistant Director <u>Claire.Broyles@tn.gov</u> 208 Minnear Street Cookeville, TN 38501 Fax: 931-520-2460

Hatchie River Regional Library

Julie Dahlhauser, Assistant Director Julie.Dahlhauser@tn.gov 63 Executive Drive Jackson, TN 38305 Fax: 731-668-6663

Holston River Regional Library

Selena Harmon, Assistant Director Selena.Harmon@tn.gov 170 W. Springbrook Drive Johnson City, TN 37604 Fax: 423-854-5082

Independents and Metros

Karye Cook, Lead Grant Analyst Karye.Cook@tn.gov 1001 Rep. John Lewis Way N. Nashville, TN 37219 Fax: 615-532-9904

Obion River Regional Library

Kathryn McBride, Assistant Director Kathryn.McBride@tn.gov 542 N. Lindell Street Martin, TN 38237 Fax: 731-364-4536

Ocoee River Regional Library

Nikki Branam-Snyder, Assistant Director Nikki.Branam-Snyder@tn.gov 718 George Street, NW Athens, TN 37303 Fax: 423-649-1501

Red River Regional Library Caitlyn, Haley, Assistant Director <u>Caitlyn.Haley@tn.gov</u> 1753 Alpine Drive, Suite A Clarksville, TN 37041 Fax: 931-905-3030

Stones River Regional Library

Cindy Matthews, Assistant Director <u>Cynthia.Matthews@tn.gov</u> 2118 E. Main Street Murfreesboro, TN 37130 Fax: 615-895-6727

Note: To ensure postal delivery, it is recommended to mail your application through certified mail, so you receive notification of delivery.

Deadline for submitting applications:

June 17, 2024





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute CDBG Sub-recipient Agreements

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-170-2023 Work Session: June 18, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Michael PricePresentation By:Michael Price

Recommendation:

Approve Authorizing Resolution.

Executive Summary:

At its business meeting on **May 7, 2024**, the Board of Mayor and Aldermen approved the CDBG Annual Action Plan funded by the Department of Housing and Urban Development (HUD). The plan included CDBG funding for Public Service programs and Emergency Home Repairs to allocate at a later date. Sub-recipient applications were solicited through a competitive funding process, reviewed by the CDAC and recommended to the BMA as listed below. The partner agreements are for a period of one year, starting July 1, 2024 and ending on June 30, 2025.

United Way of Greater Kingsport - \$25,000 Friends in Need - \$14,947.99 Second Harvest Food Bank of NE TN - \$10,000.00 Holston Terrace Inc. - \$3,000.00 CASA 4 Kids - \$5,000.00 CAC Counseling - \$6,660.91 KHRA Family Self Sufficiency - \$3,000.00 Holston Habitat for Humanity - \$75,000.00 First Tennessee Area Agency on Aging and Disability - \$25,000.00

Attachments:

- 1. Resolution
- 2. Supplemental Information

	Y	Ν	0
Cooper			_
Duncan			
George			
Montgomery			
Olterman	—		—
Phillips Shull			—
Shull			

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK FUNDING IN FISCAL YEAR 2024-2025.

WHEREAS, as part of the city's Annual Action Plan a portion of Community Development Block Grant funding was allocated to public service programs; and

WHEREAS, the Community Development Advisory Committee solicited applications for funding to providers of public service programs and recommends allocations be made to the following eight sub-recipients in the specified amounts: United Way of Greater Kingsport (\$25,000), Second Harvest Food Bank of NE TN (\$10,000), Friends in Need (\$14,947.99), Holston Terrace, Inc. (\$3,000.00), CASA 4 Kids (\$5,000.00), Children's Advocacy Center of Sullivan Count Counseling (\$6660.91), KHRA FSS (\$3,000.00), First TN Area Agency on Aging and Disability (\$25,000.00) and Holston Habitat for Humanity (\$75,000.00).

WHEREAS, based upon the recommendations city now desires to enter into partner agreements in order to provide funding to agencies which will provide public service programs.

Now therefore,

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

SECTION I. That agreements with United Way of Greater Kingsport, Second Harvest Food Bank of NE TN, Friends in Need, Holston Terrace, CASA 4 Kids, Children's Advocacy Center of Sullivan County, KHRA, Holston Habitat for Humanity, and First TN Area Agency on Aging and Disability, are approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for the provision of public service programs in fiscal year 2024-2025 with United Way of Greater Kingsport, Second Harvest Food Bank of NE TN, Friends in Need, Holston Terrace, CASA 4 Kids, Children's Advocacy Center of Sullivan County, KHRA, Holston Habitat for Humanity, and First TN Area Agency on Aging and Disability, to deliver the agreements and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreements and this resolution as generally set out below:

GRANT CONTRACT BETWEEN THE CITY OF KINGSPORT, TENNESSEE AND

[AGENCY NAME]

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the "City" and **[AGENCY NAME]** hereinafter referred to as the "Operating Agency", is for the provision of services to the homeless and those at risk for homelessness under the Community Development Block Grant Program ("CDBG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES).

Operating Agency's address: [AGENCY ADDRESS] Operating Agency's Edison Vendor ID #: [AGENCY VENDOR NUMBER – IF APPLICABLE] A. SCOPE OF SERVICES AND DELIVERABLES: A.1. The Operating Agency shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant contract.

A.2. To provide and operate public service activities to low and moderate income individuals and families within the city limits of Kingsport as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, AND ATTACHMENT C: BUDGET.

A.3. <u>Incorporation of Additional Documents.</u> Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Operating Agency's duties, responsibilities, and performance hereunder, these terms shall govern or order of precedence below:

a. Title 24 Code of Federal Regulations, Part 570 and Part 91, of the Community Development Block Grant Program authorized by Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et.seq.), as amended (the "Federal CDBG Regulations").

b. The United States Department of Housing and Urban Development CDBG Desk Guide for Program and Eligibility Policies and Procedures.

A.4. <u>Incorporation of Federal Award Identification Worksheet</u>. The federal award identification worksheet, which appears as ATTACHMENT D, is incorporated in this Grant Contract.

A.5. To comply with the Eligible Activity Requirements of 24 CFR 570, Subpart C, and Part 91 as applicable in accordance with the type of project assisted.

A.6. To maintain records adequate to document compliance with 24 CFR 570, along with such other records the City and HUD determines necessary to enable the City and HUD to fulfill its responsibilities in the CDBG Program. All records will be retained for a three (3) year period in accordance with the requirements of 24 CFR Part 570.

A.7. To furnish to the City all reports required to be filed in accordance with any directives of the City and within the time period prescribed by the City for such reports.

B. TERM OF GRANT CONTRACT:

B.1. Grant Term. This Grant Contract shall be effective on **July 1**, **2024** ("Effective Date") and extend for a period of twelve (12) months after the Effective Date to **June 30**, **2025** ("Term"). The City shall have no obligation for goods or services provided by the Operating Agency prior to the Effective Date or extending beyond the close of the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the City under this Grant Contract exceed [FUNDING AMOUNT] ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Operating Agency under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Operating Agency. C.2. <u>Compensation Firm</u>. The Maximum Liability of the City is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. <u>Payment Methodology</u>. The Operating Agency shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Operating Agency shall submit invoices, in form and substance acceptable to the City, with all necessary supporting documentation, prior to any reimbursement of allowable costs.

C.4. <u>Travel Compensation</u>. Reimbursement to the Operating Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "City Comprehensive Travel Regulations", as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. <u>Invoice Requirements</u>. The Operating Agency shall invoice the City based on an approved payment schedule, using the forms and all necessary supporting documentation specified by the HUD CDBG Requirements, and present such to:

City of Kingsport

Office of Housing and Community Development

415 Broad Street, Kingsport, Tennessee 37660

Attention: Jessica McMurray

C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line item amount(s) detailed. Any change in Grant Budget line items shall require an amendment to the Grant Contract.

C.7. <u>Disbursement Reconciliation and Close Out</u>. The Operating Agency shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the City.

a. If total disbursements by the City pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Operating Agency shall refund the difference to the City. The Operating Agency shall submit said refund with the final grant disbursement reconciliation report.

b. The City shall not be responsible for the payment of any invoice submitted to the City after the grant disbursement reconciliation report. The City will not deem any Operating Agency costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the City, and such invoices will NOT be paid.

c. The Operating Agency's failure to provide a final grant disbursement reconciliation report to the City as required shall result in the Operating Agency being deemed ineligible for reimbursement under this Grant Contract, and the Operating Agency shall be required to refund any and all payments by the city pursuant to this Grant Contract.

d. The Operating Agency must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Operating Agency request reimbursement for indirect costs, the Operating Agency must submit to the City a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Operating Agency will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Operating Agency makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Operating Agency agrees to remit any overpayment of funds to the City, and subject to the availability of funds the City agrees to remit any underpayment to the Operating Agency.

C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of City of Kingsport Departments of Finance and Administration Policies or any amendments or revisions made to this policy statement during the Term.

C.10. <u>Payment of Invoice</u>. A payment by the City shall not prejudice the City's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the City shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. <u>Non-allowable Costs</u>. Any amounts payable to the Operating Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.12. <u>City's Right to Set Off</u>. The City reserves the right to deduct from amounts that are or shall become due and payable to the Operating Agency under this Grant Contract or any other contract between the Operating Agency and the City of Kingsport under which the Operating Agency has a right to receive payment from the City.

D. STANDARD TERMS AND CONDITIONS:

D.1. <u>Required Approvals</u>. The City is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Kingsport and Tennessee laws and regulations.

D.2. <u>Modification and Amendment</u>. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Kingsport and Tennessee laws and regulations.

D.3 <u>Termination for Convenience</u>. The City may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the City. The City shall give the Operating Agency at least thirty (30) days written notice before the effective termination date. The Operating Agency shall be entitled to compensation for authorized expenditures and satisfactory services, in compliance with Federal CDBG Regulations, completed as of the termination date, but in no event shall the City be liable to the Operating Agency for compensation for any service that has not been rendered. The final decision as to the amount for which the City is liable shall be determined by the City. The Operating Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the City's exercise of its right to terminate for convenience.

D.4 <u>Termination for Cause</u>. If the Operating Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Operating Agency violates any terms of this

Grant Contract ("Breach Condition"), the City shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Operating Agency shall not be relived of liability to the City for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed at law or in equity for breach of this Grant Contract. Upon such termination, the Operating Agency shall have no claim to any CDBG funds remaining under this Grant Contract.

D.5. <u>Subcontracting</u>. The Operating Agency shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the City. If such subcontracts are approved by the City, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest", "Lobbying", "Nondiscrimination", "Public Accountability", "Public Notice", and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Operating Agency shall remain responsible for all work performed.

D.6. <u>Conflicts of Interest</u>. The Operating Agency warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the City of Kingsport as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Operating Agency in connection with any work contemplated or performed relative to this Grant Contract.

The Operating Agency acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Operating Agency is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development or if the Operating Agency is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development of Housing and Urban Development.

D.7. Lobbying. The Operating Agency certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Operating Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8 <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The City: Michael Price City of Kingsport Office of Housing and Community Development 415 Broad Street, Kingsport, Tennessee 37660 Telephone 423-224-2877 Email michaelprice@kingsporttn.gov The Operating Agency: [AGENCY NAME] [AGENCY ADDRESS] Kingsport, TN 37663 Telephone______

Email

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Grant Contract upon written notice to the Operating Agency. The City's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the City. Upon receipt of the written notice, the Operating Agency shall cease all work associated with the Grant Contract. Should such an event occur, the Operating Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Operating Agency shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. <u>Nondiscrimination</u>. The Operating Agency agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Operating Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Operating Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. <u>HIPAA Compliance</u>. The City and the Operating Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.

a. The Operating Agency warrants to the City that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Operating Agency warrants that it will cooperate with the City, including cooperation and coordination with City privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The City and the Operating Agency will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the City and the Operating Agency in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Operating Agency will indemnify the City and hold it harmless for any violation by the Operating Agency or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the City because of the violation.

D.12. <u>Public Accountability</u>. If the Operating Agency is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Operating Agency on behalf of the City, the Operating Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Operating Agency shall also display in a prominent place, located near the passageway through which public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") inches in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the City. The City shall obtain copies of the sign from HUD, and upon request from the Operating Agency, provide Operating Agency with any necessary signs.

D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Operating Agency in relation to this Grant Contract shall include the statement, "This project is funded under an agreement with the City of Kingsport and the U.S. Department of Housing and Urban Development." All notices by the Operating Agency in relation to this Grant Contract shall be approved by the City.

D.14. <u>Licensure</u>. The Operating Agency and its employees and all sub-Operating Agencies shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. <u>Records</u>. The Operating Agency and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Operating Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards.*

The Operating Agency shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Operating Agency shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Operating Agency shall incorporate any additional Tennessee Comptroller of the Treasury directives into its internal control system.

D.16. <u>Monitoring</u>. The Operating Agency's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

D.17. <u>Progress Reports</u>. The Operating Agency shall submit brief, periodic, progress reports to the City as requested.

D.18. <u>Reports</u>. The Operating Agency shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Operating Agency shall submit, within one (1) month of the conclusion of the Term, a CDBG annual report to the City.

D.19. <u>Audit Reports</u>. For purpose of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Operating Agency shall provide audited financial statements to the City of Kingsport if during the Operating Agency's fiscal year, the Operating Agency (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the City is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Operating Agency shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Operating Agency is subject to an audit. The Operating Agency should submit only one, completed document during the Operating Agency's fiscal year. Any Operating Agency that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Operating Agency is subject to an audit, Operating Agency shall obtain the Tennessee Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Operating Agency may contact the Tennessee Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Operating Agency and the Auditor shall be on a contract form prescribed by the Comptroller. The Operating Agency shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Operating Agency shall be subject to the provision relating to such fees contained within the Grant Contract. The Operating Agency shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. <u>Procurement</u>. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement(s) shall be made on a competitive

basis, including the use of competitive bidding procedures, where practical. The Operating Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Operating Agency is a subrecipient, the Operating Agency shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Operating Agency shall obtain prior approval from the City before purchasing any equipment under this Grant Contract.

D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Operating Agency, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Operating Agency's employees, and to pay all applicable taxes incident to this Grant Contract.

D.23. <u>City Liability</u>. The City shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The nonperforming Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Operating Agency's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under this Grant Contract. Operating Agency will promptly notify the City of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the City within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Operating Agency's performance longer than forty-eight (48) hours, the City may, upon notice to Operating Agency: (a) cease payment of the fees until Operating Agency resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Operating Agency will not increase its charges under this Grant Contract or charge the City any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.

D.25. <u>Tennessee Department of Revenue Registration</u>. The Operating Agency shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract. D.26 Reserved.

D.27. City Interest in Equipment or Motor Vehicles. The Operating Agency shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the City's, equitable interest therein, to the extent of its *pro rata* share, based upon, the City's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars (\$5,000). The term "motor vehicle"

shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this Grant contract is to acknowledge and continue the security interest in favor of the City in the equipment or motor vehicles acquired by the operating Agency by the Operating Agency pursuant to the provisions of this grant contract is to acknowledge and continue the security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this program's prior year Grant contracts between the City, and the Operating Agency.

The Operating Agency grants the City a security interest in all equipment or motor vehicles acquired in whole or in part by the Operating Agency under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Operating Agency hereby grants the City a security interest in said equipment or motor vehicles. The Operating Agency agrees that the City may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Operating Agency agrees to execute and deliver to the City, upon the City's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as the City may require to perfect a security interest with respect to said equipment or motor vehicles. The Operating Agency shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the City may reasonably require. Without the prior written consent of the City, the Operating Agency shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Operating Agency's breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract. The City shall have the remedies of a secured party under the Uniform Commercial Code and, at the City's option, may also invoke the remedies herein provided.

The Operating Agency agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant contract. The Operating Agency shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;

e. Fund source, State Grant number, or other applicable fund source identification;

f. Percentage of state funds applied to the purchase;

g. Location within the Operating Agency's operations where the equipment or motor vehicles is used:

- h. Condition of the property or disposition date if Operating Agency no longer has possession;
- i. Depreciation method, if applicable; and

j. Monthly depreciation amount, if applicable.

k. The Operating Agency shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Operating Agency shall inventory equipment or motor vehicles annually. The Operating Agency must compare the results of the inventory with the inventory control report and investigate any differences. The Operating Agency must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

I. The Operating Agency shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the City. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Operating Agency shall notify the City, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Operating Agency shall be

responsible to the City for the *pro rata* amount of the residual value at the time of loss based upon the City's original contribution to the purchase price.

m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Operating Agency shall request written approval from the City for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. <u>City, State and Federal Compliance</u>. The Operating Agency shall comply with all applicable city, state, and federal laws, ordinances, rules and regulations in performance of this Grant Contract. D.29. <u>Governing Law</u>. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Operating Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Operating Agency acknowledges and agrees that any rights or claims against the City of Kingsport or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. § 29-20-101 *et seq.* and the sovereign immunity the city has through the State of Tennessee.

D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall control.

E.2. <u>Debarment and Suspension</u>. The Operating Agency certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. Have not within a three (3) year period preceding this the date of this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. Have not within a three (3) year period preceding the date of this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Operating Agency shall provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. <u>Work Papers Subject to Review</u>. The Operating Agency shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the City, the U. S. Department of Housing and Urban Development, or their respective representatives upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4 <u>Environmental Tobacco Smoke</u>. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Children's Act for Clean Indoor Air of 1995", Tenn. Code Ann. §§ 39-17-1601 through 1606, the Operating Agency shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Operating Agency shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children

are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be a part of any subcontract related to this Grant Contract.

E.5. <u>Hold Harmless</u>. To the extent permitted by State law, the Operating Agency agrees to indemnify and hold harmless the City of Kingsport, the U. S. Department of Housing and Urban Development, as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Operating Agency, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Operating Agency further agrees it shall be liable for the reasonable cost of attorneys and court costs for the City, the U. S. Department of Housing and Urban Development to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the City, the U. S. Department of Housing and Urban Development to give notice shall only relieve the Operating Agency of its obligations under this Section to the extent that the Operating Agency can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Operating Agency, through its attorney(s), the right to represent the City of Kingsport, the U. S. Department of Housing and Urban Development in any legal matter, as the right to represent the City and the State is governed by Tenn. Code Ann. § 8-6-106.

E.6. <u>Federal Funding Accountability and Transparency Act ("FFATA")</u>. This Grant requires the Operating Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Operating Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Operating Agency provides information to the City as required. The Operating Agency shall comply with the following:

a. Reporting of Total Compensation of the Operating Agency's Executives.

(1) The Operating Agency shall report the names and total compensation of each of its five (5) most highly compensated executives for the Operating Agency's preceding completed fiscal year, if in the Operating Agency's preceding fiscal year it received:

i. 80 percent or more of the Operating Agency's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and sub awards); and

ii. \$25,000,000 or more in annual gross annual revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

As defined in 2 CFR § 170.315. "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Operating Agency's preceding fiscal year and includes the following (for information see 17 § CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings or deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites of property) for the executive exceeds \$10,000.

b. The Operating Agency must report executive total compensation described above to the City by the end of the month during which this Grant Contract is fully executed.

c. If this Grant Contract is amended to extend the Term, the Operating Agency must submit an executive total compensation report to the City by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Operating Agency will obtain a Data Universal Numbering System ("DUNS") number and maintain its DUNS number for the terms of this Grant Contract. More information about obtaining a DUNS Number can be found at: <u>http://fedgov.dnb.com/webform/</u>.

The Operating Agency's failure to comply with the above requirements is a material breach of this Grant Contract for which the City may terminate this Grant Contract for cause. The City will not be obligated to pay any outstanding invoice received from the Operating Agency unless and until the Operating Agency is in full compliance with the above requirements.

E.7. <u>Training</u>. The Operating Agency agrees to attend all training sessions regarding management of the CDBG Program which are scheduled by the City and HUD.

E.8. <u>CDBG Program Requirements</u>. Under this Grant Contract, Operating Agency is receiving an allocation or grant of Community Development Block Grant Program funds. The Operating Agency understands these funds are made available through the U.S. Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Operating Agency agrees and certifies to comply with all applicable HUD requirements. Without limitations, Operating Agency specifically agrees and certifies as to the following:

a. The Operating Agency will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.

b. The Operating Agency will comply with other applicable Federal requirements in 24 CFR, Part 570 and Part 91, as follows:

1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;

2. 24 CFR 570 Subpart A, General Provisions;

- 3. 24 CFR 570 Subpart C, Eligible Activities;
- 4. 24 CFR 570 Subpart J, Grant Administration;

5. 24 CFR 570 Subpart K, Other Program Requirements;

6. 24 CFR 570 Subpart O, Performance Reviews;

7. Title VI and Executive Order 13166 Affirmative Outreach

c. If the Operating Agency is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.

d. The Operating Agency will comply with the uniform administrative requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.

e. The Operating Agency will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.

f. The Operating Agency will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.

g. The Operating Agency will use CDBG funds pursuant to its or the City's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 570 and Part 91.

h. The Operating Agency will maintain adequate documentation to determine eligibility of persons served by the CDBG program.

i. The Operating Agency will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.

E.9. <u>Drug Free Workplace</u>. The Operating Agency will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the action that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The Operating Agency's policy of maintaining a drug-free workplace;

3. Any drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of this Grant Contract be given a copy of the statement required by Paragraph E.10. (a);

d. Notifying the employee in the statement required by Paragraph E.10(a) that, as a condition of employment under this Grant Contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the City in writing, within ten calendar days after receiving notice under Paragraph E.10(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.10(d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.10 (a), (b), (c), (d), (e) and (f).

E.10. <u>Corrective Action</u>. If the City takes any corrective or remedial action as outlined in 24 CFR § 570.910 that is the result of any action taken by the Operating Agency, the Operating Agency will take any action required by the City to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying CDBG funds to the City.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

[Acknowledgements and Attachments Omitted for Inclusion in this Resolution]

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

SECTION IV. That 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 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Item XII2.

RODNEY B. ROWLETT, III, CITY ATTORNEY

Supplemental Information: CDBG Subrecipient Grants

The Community Development Advisory Committee recommends the BMA to fund CDBG applicants for the 2024-2025 Program Year.

CDBG annual <u>public service</u> allocations cap at 15% of the total CDBG funds allocated by HUD. For program year 2024-2025 the City received \$450,726.00 of that, we allocated \$67,608.90 to public services.

- \$25,000 United Way, the city has agreed to fund a portion of the homeless liaison position for 3-5 years, this is year 5.
- \$42,608.90 CD staff utilized a competitive funding round with scoring criteria to score the recommended organizations:
- > \$14,947.99- Friends in Need Dental Lab Equipment Expansion
- > \$10,000.00- Second Harvest Food Bank Food for Kids Backpack Program
- > \$3,000.00- Holston Terrace Food Bank El Colmandito de Mami
- > \$5,000.00- CASA 4 Kids Advocacy for Children
- **\$6,660.91-** The Children's Advocacy Center of Sullivan County Counseling Program
- **\$3,000.00-** KHRA Family Self-Sufficiency Community Enrichment Program

\$100,000.00 – Funding for critical <u>emergency home repairs</u> made available through a competitive funding round with scoring criteria to score the recommended organizations:

➢ First Tennessee Area Agency on Aging and Disability - \$25,000.00 Critical home repairs for 1-4 Senior or Disabled low-income households in the Kingsport area.

Holston Habitat for Humanity - \$75,000

Critical home repairs on 5-7 low-income households in the Kingsport area.

CD Staff advertised a notice of available funding on March 1, 2024, in the Kingsport Times News and sent the notice via email to approx. 100 organizations via the United Way email list. Staff hosted an application workshop on **May 10, 2024**. The application deadline was May 31, 2024. Applicants could access the 2024-2025 CDBG Application Workshop PowerPoint Slides, the CDBG Subrecipient Evaluation Criteria, the CDBG 2024-2025 Application, the 2024-2025 Funding Notice, a resource-Playing By the Rules: A Guide for Sub-recipients and program income guidelines on the city's Community Development Website in May.

CDAC members scored each applicant in the following areas:

Alignment with the Consolidated Plan Public Benefit Organizational Capacity Collaboration & Leverage Clarity and Completion Financial Feasibility Discretionary Assessment

Reasons an organization may not be funded:

Incomplete application Appeared to duplicate of services Did not submit all required documentation as outlined on the checklist Application lacked detail and clarity



AGENDA ACTION FORM

Consideration of Resolution Extending the Lease Agreement with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE)

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-181-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Jessica HarmonPresentation By:Jessica Harmon

Recommendation:

Approve the Resolution

Executive Summary:

The lease agreements with Northeast State Community College for all three facilities in the Academic Village will expire June 30, 2024. It is recommended that the lease agreement be extended for an additional year with the same terms. If approved, the lease would expire June 30, 2025.

These agreements include Blazier-Wilson Hall (RCAT) located at 222 W. Main Street, the Regional Center for Health Professions (RCHP) located at 300 W. Main Street and the Kingsport Center for Higher Education (KCHE) located at 300 W. Market Street.

Staff is working with Northeast State Community College staff on a longer term plan for the Academic Village.

Attachments:

1. Resolution

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman	—		—
Phillips	—		—
Shull			

RESOLUTION NO.

A RESOLUTION APPROVING A LEASE WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL, THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND THE KINGSPORT CENTER FOR HIGHER EDUCATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AMENDMENTS

WHEREAS, the city would like to enter into a lease with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, for space in the Regional Center for Health Professions (RCHP), located at 300 West Main Street and for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street; and

WHEREAS, the current leases are set to expire June 30, 2024.

Now therefore,

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

SECTION I. That the Lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, for space in the Regional Center for Health Professions (RCHP), located at 300 West Main Street and for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street, are approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, for space in the Regional Center for Health Professions (RCHP), located at 300 West Main Street and for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below

day of June, 2024, is made by and between This Lease, entered into as of this The City of Kingsport, Tennessee hereinafter called the Lessor, and the Tennessee Board of Regents, on behalf of hereinafter called the State. WITNESSETH: 1. LOCATION: The Lessor hereby leases unto the State those certain premises (collectively, the "Leased Premises") with the appurtenances situated in the Sullivan , City of Kingsport County of **DESCRIPTION:** The Leased Premises are more particularly described as follows: 2

• 222 West Main Street, containing 12,000 rentable square feet to be used for educational facilities. The building consists of 4 (four) classrooms, three (3) computer labs, a learning Resource Center area, a general administrative area, a mechanical space and a communications room, storage area, break room, plus rest rooms and hallways. Being the property conveyed to the Lessor in Deed Book 1342C, Page 76, Register's Office of Sullivan County, Tennessee.

• 300 Market Street, containing approximately 54,000sf. Being the property conveyed to the Lessor in Deed Book 2517C, Page 316, Register's Office of Sullivan County, Tennessee.

• 300 West Main Street, containing approximately 43,000sf. Being the property conveyed to the Lessor in Deed Book 2697C, Page 0001S, Register's Office of Sullivan County, Tennessee.

3. TERM: The term of this Lease

on

shall commence

July 1, 2024 and shall end on June 30, 2025

with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this Lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this Lease on the commencement date specified above.

4. RENTAL:

a) State shall pay rental in the amount of \$49,000.00, payable in installments of \$4,083.33 per month in arrears on the last day of the payment period as consideration for this Lease. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

b) AUTOMATIC DEPOSITS: Lessor shall complete and execute an Authorization Agreement for Automatic Deposits (ACH Credits) Form, using the form provided to Lessor by State. Once this executed form has been provided to State by Lessor, all payments to Lessor under this or any other contract the Lessor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. Lessor shall not invoice State for services until Lessor has executed this form and submitted it to State. The debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

5. TERMINATION:

a) FOR CONVENIENCE:

90

State may terminate this Lease at any time by giving written notice to the Lessor at least

days prior to the date when such termination becomes effective.

Notice shall commence on the day after the date of mailing.

1) Failure of the Lessor to provide any of the services required under the terms of this Lease;

2) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to ensure that the Leased Premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility, applicable to the Leased Premises, except where deficiencies are caused by State;

3) Failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created;

4) Termination or consolidation of the State operations or programs housed in the Leased Premises because of loss of funding or otherwise;

5) Lack of funding by the appropriate Legislative Body for obligations required of the State under this Lease;

6) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this Lease;

7) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and,

b) For CAUSE: The State may in its sole discretion terminate this Lease at any time for any of the following causes:

8) Any other breach of the terms of this Lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.

6. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at: The City of Kingsport Office of City Manager 225 West Center Street Kingsport, TN 37660 To the State at: Tennessee Board of Regents Office of Facilities Development Third Floor <u>1 Bridgestone Park</u> Nashville, Tennessee 37214

7. ASSIGNMENT AND SUBLETTING: The State shall not assign this Lease without the written consent of the Lessor, but shall in any event have the right to sublet the Leased Premises.

8. INSPECTION: The Lessor reserves the right to enter and inspect the Leased Premises, at reasonable times, and to render services and make any necessary repairs to the Leased Premises.

9. ALTERATIONS: The State shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under this Lease or any prior Lease of which this Lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

10. SURRENDER OF POSSESSION: Upon termination or expiration of this Lease, the State will peaceably surrender to the Lessor the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this Lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the Leased Premises or to restore any portion of the Leased Premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the Leased Premises and then only to the extent of any such damage or injury.

11. QUIET POSSESSION: Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the Leased Premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12. REPAIR AND MAINTENANCE:

a) During the term of this Lease, Lessor shall maintain the Leased Premises and appurtenances which it provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee.

b) Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters.

c) In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

13. APPROPRIATIONS: All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate Legislative Body.

14. DESTRUCTION:

a) If the Leased Premises are totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Lessor shall effect restoration of the Leased Premises as quickly as is reasonably possible, but in any event within thirty (30) days.

b) In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this Lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this Lease and any other lease between Lessor and State.

c) In the event of any such destruction other than total, where the State has not terminated the Lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the Leased Premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option to terminate this Lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this Lease and any other Lease between Lessor and State.

d) In the event the State remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

15. SERVICES AND UTILITIES:

a) The Lessor shall furnish to the State, during Lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

Water
vvalel
pplies
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ng
i

b) The **janitorial service**, if provided above, shall be provided in accordance with the following schedule:

1) Daily:

Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.

2) Weekly:

Mop all floors and dust all venetian blinds. Vacuum carpets, if any.

3) Every Other Month:

Strip and wax all floors.

4) Semi-Annually:

Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

c) In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent due under this Lease or any other payments that may then be or thereafter become due hereunder.

16. SERVICES CREDIT: Intentionally Deleted.

17. TIME OF THE ESSENCE: Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

18. HOLDING OVER: In the event the State remains in possession of the Leased Premises after the expiration of the term of this Lease, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

19. FINANCIAL INTEREST: The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above Leased Premises; such list shall be immediately revised in the event of a transfer of any such interest.

20. CODES: The Lessor shall maintain the Leased Premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.

21. SPACE AUDIT: Intentionally Deleted.

22. PEST CONTROL: The Lessor shall maintain the Leased Premises in a condition that is free of pests, rodents, and other vermin.

23. The Lessor fully understands that this Lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this Lease has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessor.

24. Payment of Taxes: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this Lease and is not authorized to pass through the amount of such taxes to the State.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

LEASE AGREEMENT FORM

(TBR institution is Lessee)
Administrative use only:
Agency:
Allotment Code:
No



Tennessee Board of Regents Third Floor 1 Bridgestone Park Nashville, Tennessee 37214

This Lease, entered into as of this 10th day of June, 2024, is made by and between The City of Kingsport, Tennessee

hereinafter called the Lessor, and

the Tennessee Board of Regents, on behalf of

hereinafter called the State.

WITNESSETH:

- 1. LOCATION: The Lessor hereby leases unto the State those certain premises (collectively, the "Leased Premises") with the appurtenances situated in the County of Sullivan , City of Kingsport
 - **2. DESCRIPTION:** The Leased Premises are more particularly described as follows:
 - 222 West Main Street, containing 12,000 rentable square feet to be used for educational facilities. The building consists of 4 (four) classrooms, three (3) computer labs, a learning Resource Center area, a general administrative area, a mechanical space and a communications room, storage area, break room, plus rest rooms and hallways. Being the property conveyed to the Lessor in Deed Book 1342C, Page 76, Register's Office of Sullivan County, Tennessee.
 - 300 Market Street, containing approximately 54,000sf. Being the property conveyed to the Lessor in Deed Book 2517C, Page 316, Register's Office of Sullivan County, Tennessee.
 - 300 West Main Street, containing approximately 43,000sf. Being the property conveyed to the Lessor in Deed Book 2697C, Page 0001S, Register's Office of Sullivan County, Tennessee.

3. TERM: The term of this Lease

shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance



with the conditions of this Lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this Lease on the commencement date specified above.

4. **RENTAL:**

- a) State shall pay rental in the amount of \$49,000.00, payable in installments of \$4,083.33 per month in arrears on the last day of the payment period as consideration for this Lease. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.
- b) AUTOMATIC DEPOSITS: Lessor shall complete and execute an Authorization Agreement for Automatic Deposits (ACH Credits) Form, using the form provided to Lessor by State. Once this executed form has been provided to State by Lessor, all payments to Lessor under this or any other contract the Lessor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. Lessor shall not invoice State for services until Lessor has executed this form and submitted it to State. The debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

5. TERMINATION:

a) FOR CONVENIENCE:

State may terminate this Lease at any time by giving written notice to the Lessor at least **90** days prior to the date when such termination becomes effective. Notice shall commence on the day after the date of mailing.

- **b) FOR CAUSE:** The State may in its sole discretion terminate this Lease at any time for any of the following causes:
 - 1) Failure of the Lessor to provide any of the services required under the terms of this Lease;
 - 2) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to ensure that the Leased Premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility, applicable to the Leased Premises, except where deficiencies are caused by State;
 - 3) Failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created;
 - 4) Termination or consolidation of the State operations or programs housed in the Leased Premises because of loss of funding or otherwise;
 - 5) Lack of funding by the appropriate Legislative Body for obligations required of the State under this Lease;

- 6) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this Lease;
- 7) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and,
- 8) Any other breach of the terms of this Lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.
- 6. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:

The City of Kingsport Office of City Manager 225 West Center Street Kingsport, TN 37660 To the State at:

Tennessee Board of Regents Office of Facilities Development Third Floor 1 Bridgestone Park Nashville, Tennessee 37214

- **7. ASSIGNMENT AND SUBLETTING:** The State shall not assign this Lease without the written consent of the Lessor, but shall in any event have the right to sublet the Leased Premises.
- **8. INSPECTION:** The Lessor reserves the right to enter and inspect the Leased Premises, at reasonable times, and to render services and make any necessary repairs to the Leased Premises.
- **9. ALTERATIONS:** The State shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under this Lease or any prior Lease of which this Lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.
- 10. SURRENDER OF POSSESSION: Upon termination or expiration of this Lease, the State will peaceably surrender to the Lessor the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this Lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the Leased Premises or to restore any portion of the Leased Premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the Leased Premises and then only to the extent of any such damage or injury.
- **11. QUIET POSSESSION:** Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the Leased Premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12. Repair and Maintenance:

- a) During the term of this Lease, Lessor shall maintain the Leased Premises and appurtenances which it provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee.
- **b)** Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters.
- c) In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.
- **13. APPROPRIATIONS:** All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate Legislative Body.

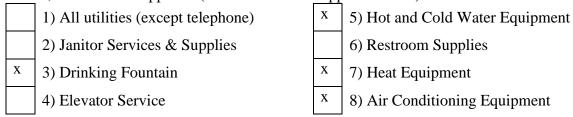
14. DESTRUCTION:

- a) If the Leased Premises are totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Lessor shall effect restoration of the Leased Premises as quickly as is reasonably possible, but in any event within thirty (30) days.
- **b)** In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this Lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this Lease and any other lease between Lessor and State.
- c) In the event of any such destruction other than total, where the State has not terminated the Lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the Leased Premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option to terminate this Lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this Lease and any other Lease between Lessor and State.
- **d**) In the event the State remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the

Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

15. SERVICES AND UTILITIES:

a) The Lessor shall furnish to the State, during Lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)



b) The **janitorial service**, if provided above, shall be provided in accordance with the following schedule:

1) Daily:

Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.

2) Weekly:

Mop all floors and dust all venetian blinds. Vacuum carpets, if any.

- 3) **Every Other Month:** Strip and wax all floors.
- 4) Semi-Annually:

Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

- c) In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent due under this Lease or any other payments that may then be or thereafter become due hereunder.
- **16. SERVICES CREDIT:** Intentionally Deleted.
- **17. TIME OF THE ESSENCE:** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
- **18. HOLDING OVER:** In the event the State remains in possession of the Leased Premises after the expiration of the term of this Lease, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
- **19. FINANCIAL INTEREST:** The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above Leased Premises; such list shall be immediately revised in the event of a transfer of any such interest.

- **20.** CODES: The Lessor shall maintain the Leased Premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.
- **21. SPACE AUDIT:** Intentionally Deleted.
- **22. PEST CONTROL:** The Lessor shall maintain the Leased Premises in a condition that is free of pests, rodents, and other vermin.
- **23.** The Lessor fully understands that this Lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this Lease has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessor.
- 24. Payment of Taxes: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this Lease and is not authorized to pass through the amount of such taxes to the State.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto:

STATE

The City of Kingsport, Tennessee

Tennessee Board of Regents, on behalf of Northeast State Community College

By:

Flora W. Tydings, Chancellor Tennessee Board of Regents



AGENDA ACTION FORM

Consideration of a Resolution to Approve a Mural for NESCC RCAT

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-184-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Kristie LeonardPresentation By:Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will approve a mural on the <u>Regional Center for Applied Technology building</u> located at 222 W. Main Street. This building is currently owned by the City of Kingsport and Northeast State Community College leases a portion of the building for higher education purposes.

The mural was considered and <u>recommendation made</u> for BMA approval by the <u>Public Art Committee</u> at their regularly scheduled meeting on <u>June 14th</u>. The mural has been reviewed by the Planning Department for conformance with the sign code as it pertains to the portion of the mural advertising directly for Northeast State Community College and <u>falls within the allotment of wall signage allowed on this structure.</u>

<u>Samantha Culbertson</u> from Gate City Virigina is the muralist and is <u>expected to start immediately</u> after approval and is expected to be <u>completed within several weeks</u>.

Attachments:

Resolution
 Application
 Rendering

RESOLUTION NO.

A RESOLUTION APPROVING A MURAL TO BE PAINTED ON THE REGIONAL CENTER FOR APPLIED TECHNOLOGY BUILDING. BUILDING LOCATED AT 222 WEST MAIN STREET

WHEREAS, the Regional Center for Applied Technology (RCAT) building, currently owned by the City of Kingsport and Northeast State Community College, has requested a mural to be permitted on their building located at 222 West Main Street; and

WHEREAS, 222 West Main Street is located in the B-2 Central Business District, and murals are not permitted in the B-2 District except as approved by the Board of Mayor and Alderman

WHEREAS, staff requests proposed mural on Regional Center for Applied Technology (RCAT) building located at 222 West Main Street will be permitted; and

WHEREAS, the artist is Samantha Culbertson from Gate City, Virigina, and the project is expected to start immediately after approval and is expected to be completed within several weeks.

Now therefore,

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

SECTION I. That the proposed mural to be painted on the side of 222 West Main Street, owned and operated by City of Kingsport and Northeast State Community College, is approved.

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Item XII4.

MURAL APPLICATION



APPLICANT INFORMATION:		
Last Name Barham	First Stephanie	M.I. R. Date 05/13/24
Street Address 222 W. Main Street		Apartment/Unit #
aty Kingsport	State TN	ZIP 37660
Phone (423) 354-5151	E-mail Address Srbarhand	Dnortheaststate. edu
ARTIST INFORMATION:		
Last Name Culbertson	First Samantha	M.I. Date to start:
Street Address 397 Harry Fry Dr.		Apartment/Unit #
City Gate City	State Virgini Z E-mail Address of Website Page: pu	ZIP CORRECTION 24251
Phone (423) 782-8479	E-mail Address of Website Page: pu	shthepixels.com
PROPERTY INFORMATION:	•	
Tax Map InformationTax map:Group:	Parcel: Lot:	
Street Address 222 W. Main St.		Apartment/Unit #
City Kingsport	State TN ZIP 3	57660
SUPPLEMENT INFORMATION REQUIRED:		
 Please make sure to submit the following required inforr Kingsport, TN 37660 	nation when turning in the application to t	he Planning Department. 415 Broad St 2 nd Floor.
 Written consent from the property owner giving you per 	mission to place the mural on the building	
 Scale drawing and color photo of the building showing p 	proposed size and location of the mural. Dr	awings shall include the dimensions, construction

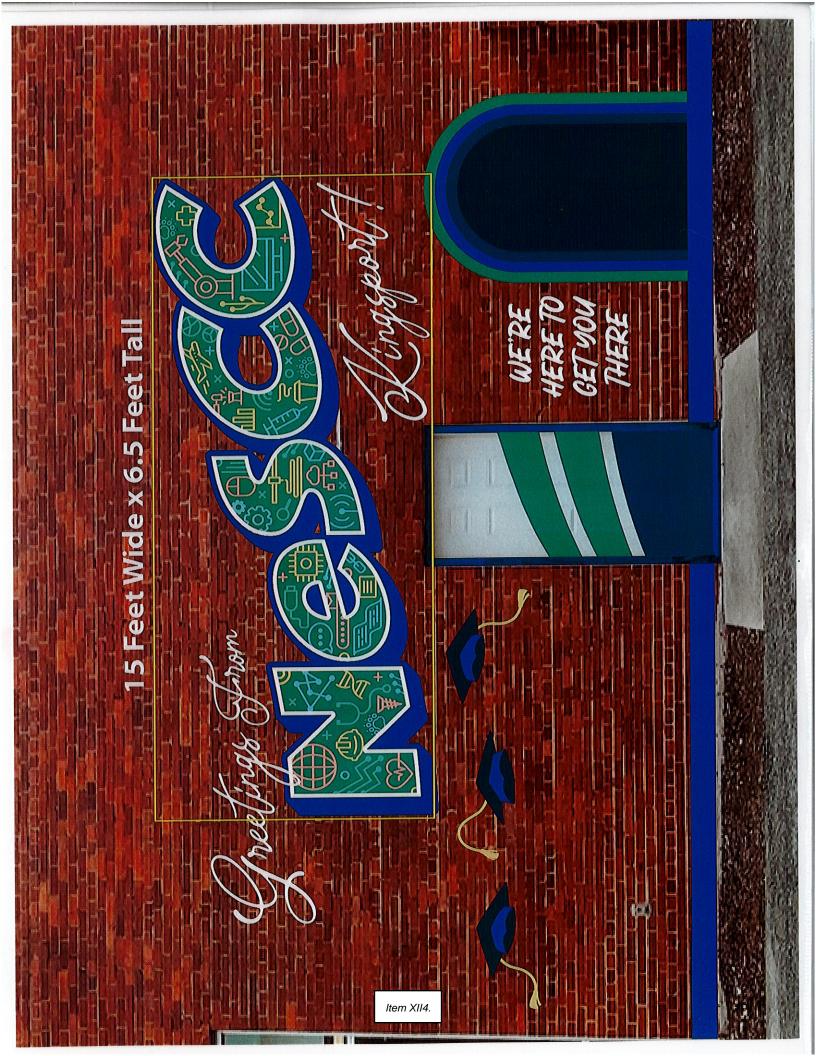
supports, sizes, foundations, electrical wiring and components, materials of the mural and method of attachment and character of structure members to which attachment is to be made.

DISCLAIMER AND SIGNATURE

By signing below I state that I have read and understand the conditions of this application and have been notified as to the location, date and time of the meeting in which my application will be reviewed by the Commission. I further state that I am/we are the sole and legal owner(s) of the property described herein or have been appointed by the property owner to serve as a representative for this application.

Sigr	nature:		
	Signed before me on thisday of, 2	20,	
	a notary public for the State of		
	County of	<u> </u> .	
	Notary		
	My Commission Expires		
		Item XII4.	

Date:





AGENDA ACTION FORM

<u>Consideration of a Resolution Authorizing the Mayor to Sign Agreements with Tri-Cities</u> <u>United Soccer Club</u>

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-143-2024 Work Session: June 17, 2023 First Reading: N/A Final Adoption:June 18, 2023Staff Work By:Chassy SmileyPresentation By:Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will enter into agreements with <u>Tri-Cities United Soccer Club (TRIC) for concessions</u> <u>rights and for the use of Eastman Park at Horse Creek</u>. TRIC has worked with the City of Kingsport to organize and operate recreational soccer programs and to provide soccer opportunities within the region. Eastman Park at Horse Creek serves as TRIC's primary facility for program operations.

The current TRIC agreement and TRIC Concession Lease is nearing the end of its term and TRIC and staff desire to enter into a new agreement. The new agreement will be for a term of 12 months for the use of Eastman Park at Horse Creek Facilities and establishes concessionaire rights.

TRIC will continue to collaborate on promotion and marketing, and conduct coach's clinics, skills camps, staff assistance and games.

These agreements allow the City of Kingsport to partner with TRIC to provide high quality soccer opportunities for the citizens of Kingsport.

Attachments:

- 1. Resolution
- 2. Agreements

	Υ	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH TRI-CITIES SOCCER CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT EASTMAN PARK AT HORSE CREEK

WHEREAS, Tri-Cities United Soccer Club has worked with the city to organize and operate a recreational soccer program and to provide competitive soccer opportunities within the region, and in recent years their primary facility for program operations has been Eastman Park at Horse Creek; and

WHEREAS, the city desires to enter into an agreement with Tri-Cities United Soccer Club for a term of twelve (12) months for the use of the soccer fields and storage facilities at Eastman Park at Horse Creek; and

WHEREAS, the city also desires to enter into an agreement with Tri-Cities United Soccer Club for the use of the Eastman Park at Horse Creek facilities which includes operation of the concession stand for a term of twelve (12) months.

Now therefore,

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

SECTION I. That an agreement for use of Eastman Park at Horse Creek is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Tri-Cities United for the use of Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

AGREEMENT BETWEEN CITY OF KINGSPORT, TENNESSEE AND

TRI-CITIES UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this ______ day of ______, 2024, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "TRIC"), a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as "Facilities;" and

WHEREAS, TRIC and CITY desire to enter into this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TRIC and the respective obligations contained herein.

NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

Item XII5.

I.TERM

1. This Agreement shall begin on the date of the execution hereof and end on June 30, 2025. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II.OVERSIGHT COMMITTEE

1. Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:

a. Parks and Recreation Advisory Committee Member or designee;

- b. TRIC Recreation Coordinator;
- c. TRIC President or representative appointed by TRIC Board of Directors;
- d. Parks and Recreation Department staff member;
- e. Dobyns Bennett Boys Varsity Soccer Coach or designee; and
- f. Dobyns Bennett Girls Varsity Soccer Coach or designee.

2. It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These six positions must be six different persons.

3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following:

- a. Review of residency issues;
- b. Review of program statistics related to participation and benchmark data;
- c. Review of scheduling and of facility and program operations; and

d. Items in Section IV.9 pertaining to items that TRIC provides to CITY.

4. Items that CITY received from TRIC are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III.OPTION TO RENEW

1. This Agreement may be renewed for one additional term of one year at the option, but not at the obligation, of the parties conditioned upon the following:

a. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.

b. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to ensure that the service to the citizens of Kingsport and the emphasis of the Kingsport Recreational Soccer program has remained the primary focus.

IV. USE OF FACILITIES

1. TRIC will the be primary youth soccer provider, hereinafter referred to as "Kingsport Recreational Soccer Program," for CITY. Thus, during the period ending June 30, 2025. TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time, the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:

a. Lives inside the city limits of Kingsport based on 911 address;

b. Parent/Legal Guardian pays city of Kingsport property tax; or

c. Participant attends a school operated by the city of Kingsport School system.

2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.

3. The third priority for use of the facilities is the TRIC Academy programs that have less than 51% CITY residents.

4. "Friendlies:" The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at

the facilities. Other games not involving TRIC teams may not be held at facility without prior approval of CITY.

5. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:

- a. 2 practices per week
- b. 5-7 league days during the season
- c. 1 local festival per season
- d. 2 3 friendlies per season
- e. 1 2 level appropriate tournaments per season

6. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.

7. TRIC may use the conference room located at facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room.

8. CITY will allow minimal storage for equipment and supplies, inside the designated maintenance area of the facilities main building. TRIC will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.

9. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at Eastman Park at Horse Creek.

10. TRIC regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than once during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC Recreational Soccer Programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.

11. CITY reserves the right to utilize the facilities when TRIC league activities are not scheduled. If facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

12. TRIC may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

13. TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

14. CITY shall at all times have the right to inspect the facilities being used by TRIC and all TRIC sponsored activities related to the use of facilities.

V.If TRIC should desire to use facilities for additional tournaments, special events, or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written Agreement between the parties.

OBLIGATIONS OF CITY

1. CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:

a. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.

b. Provide sand, soil, *etc.* to be used in leveling or backfilling low areas when deemed necessary by CITY staff.

c. Maintain all bleachers in a safe and secure condition.

d. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.

e. Maintain structural integrity of concession stands, restrooms, and city storage areas, including repair or replacement of damaged roofs, doors, and windows.

f. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.

g. Maintain all scoreboards and control systems as needed.

h. Maintain field irrigation systems and watering schedules of turf areas.

i. Communicate with TRIC field mowing, fertilization, and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.

j. Provide TRIC with contact information for after-hour and everyday needs.

k. Maintain and repair all parking areas to include gates.

I. Maintain all trails within the facilities.

m. Establish key control and Musco control link access.

n. Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used, TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with TRIC responsible for cleaning as needed at all other times.

o. Determine rental fees and rules for usage of facility.

p. Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.

q. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

r. Establish policy for field lighting usage and access to computer codes.

s. Provide a plan for and approve all capital improvements with input from TRIC.

t. Provide for insurance on buildings.

u. Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the facilities.

v. Line fields as needed for events and activities assigned to user groups other than TRIC.

w. Ensure the facility is locked when not in use.

x. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

VI.OBLIGATIONS OF TRIC

1. TRIC agrees to:

a. Provide the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.

b. Provide a scholarship program for the underprivileged.

c. Meet the following benchmarks for the Kingsport Recreational Soccer Program:

1. Increase overall participation in the Recreational Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. TRIC will provide participant data with 911 addresses.

2. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.

3. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web-based trainings, printed materials, etc.).

4. Consider hosting two tournaments each year that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.

5. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.

6. Perform a criminal background check through Tennessee State Soccer on each volunteer who coaches or has one-on-one contact with youth. The purpose of this is to make the program as safe as possible for the youth participants. TRIC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413, including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessor to:

i.a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;

ii.any offense in Title 39, Chapter 13 (offenses against persons);

iii.Tenn Code Ann. § 39-14-301 AND Tenn Code Ann. § 39-14-203 (arson, aggravated arson;

- iv.Tenn Code Ann. § 39-14-401 through § 39-14-404 (definition for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
- v.Tenn Code Ann. § 39-15-401 through §39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);

vi.Tenn Code Ann. § 39-17-417 (controlled substances offenses);

vii.Tenn Code Ann. § 39-17-1320 (providing handgun to juveniles); or

viii.any other offenses in Title 39, Chapter 17, Part 13 (weapons).

TRIC shall certify to CITY, in writing, that all coaches coming into direct contact with children have successfully completed the required background check and that such individuals have none of the listed convictions listed above, are not registered sex offenders, and have no other disqualifications. 2. At no expense to CITY, provide the following maintenance and repair:

a. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including

motorized vehicles and storage buildings owned by TRIC.

b. TRIC shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.

c. Line all fields for TRIC recreations league, academy, and tournament play.

d. Monitor restroom facility and stock supplies to be provided by CITY.

e. Adhere to CITY rules that pertain to field usage and provide input on overuse.

3. Furnish to city Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the city Parks and Recreation Department.

4. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.

5. Schedule and meet with the city Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with city staff.

6. Provide CITY with completed accident and incident reports pertaining to TRIC's use of facilities.

7. Report any facility maintenance problems to city designated personnel.

8. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with TRIC responsible for cleaning as needed all other times.

9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.

10. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.

11. A minimum payment of \$6,000.00 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, TRIC will be given a credit of \$20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The \$6,000.00 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.

12. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.

13. Ensure the facility is locked each day at the conclusion of TRIC's use.

14. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.

15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

16. Utilize the sports lighting in an efficient manner to help reduce electrical costs.

17. Follow all park rules that have been established by the CITY Parks and Recreation Department.

18. Assist CITY in moving and relocating soccer goals in the facilities. TRIC is responsible to ensure goals are properly anchored. As per City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:

a. Auger-style anchors that are screwed into the ground; or

b. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolds to secure the goal.

19. Allow ex-officio representation by city Parks and Recreation Department on TRIC Board.

20. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by TRIC members is outside the scope of this Agreement.

21. Hold CITY harmless from all damage or loss to TRIC equipment located at the facilities unless specifically caused by the sole negligence of CITY.

22. Provide city Parks and Recreation Department statistical data pertaining to participation and attendance at Facilities on a monthly basis.

23. Include a Photo and Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that CITY offers and become the CITY's sole property. City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on CITY's website and social media.

24. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann.§ 68-54-100 "Sudden Cardiac Arrest Prevention Act."

25. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

VII. ASSIGNMENT and EXCLUSIVITY

1. This Agreement is a privilege for the benefit of TRIC only and may not be assigned in whole or part by TRIC to any other person or entity. Both parties understand that TRIC use of the facilities is nonexclusive.

VIII.INSURANCE and INDEMNIFICATION

TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY. named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

2. TRIC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by TRIC or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of TRIC as set forth in this Agreement.

IX.MISCELLANEOUS PROVISIONS

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the concession agreement with Tri-Cities United Soccer Club at Eastman Park at Horse Creek is approved.

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Tri-Cities United for the use of Eastman Park at Horse Creek, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

CONCESSION LEASE AGREEMENT BETWEEN CITY OF KINGSPORT and

TRI-CITIES UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this ______ day of ______, 2024, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "LESSOR"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "CONCESSIONAIRE"), a Tennessee nonprofit corporation.

WITNESSETH

That for and in consideration of \$50.00 per season, to be paid seasonally by CONCESSIONAIRE to LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of August 1, 2024, through June 30, 2025, the concession rights for the sale of food, refreshments, confectionery, and beverages at the soccer fields at 2969 Sullivan Garden, Kingsport, Tennessee.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.

2. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to ensure that it is always in a safe and usable condition; and shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.

3. CONCESSIONAIRE agrees not to sublet or sublease, in any form, the rights as approved herein by City.

4. LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.

5. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such and will not do anything that would violate such pouring rights, including concessions or advertising.

6. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

7. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting condition that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.

8. CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.

9. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager. 10. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.

11. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.

12. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.

13. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and LESSOR may take possession upon a twenty-four (24) hour notice.

14. CONCESSIONAIRE may voluntarily terminate this Agreement upon five (5) days written notice to LESSOR.

CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during 15. the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.

16. CONCESSIONAIRE shall indemnify, defend, and hold harmless LESSOR, its officers, employees, and agents from any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of or is in any way related to the acts or the failure to act, in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 18th day of June, 2024.

ATTEST:

PATRICK W. SHULL, MAYOR

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CONCESSION LEASE AGREEMENT BETWEEN

CITY OF KINGSPORT

and

TRI-CITIES UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this ______ day of ______, 2024, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "LESSOR"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "CONCESSIONAIRE"), a Tennessee nonprofit corporation.

WITNESSETH

That for and in consideration of \$50.00 per season, to be paid seasonally by CONCESSIONAIRE to LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of August 1, 2024, through June 30, 2025, the concession rights for the sale of food, refreshments, confectionery, and beverages at the soccer fields at 2969 Sullivan Garden, Kingsport, Tennessee.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

- 1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
- CONCESSIONAIRE shall be responsible for the maintenance of its equipment to ensure that it is always in a safe and usable condition; and shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
- 3. CONCESSIONAIRE agrees not to sublet or sublease, in any form, the rights as approved herein by City.
- 4. LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.
- 5. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such and will not do anything that would violate such pouring rights, including concessions or advertising.
- 6. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.
- 7. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting condition that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.
- 8. CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
- 9. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Concession Agreement TRIC – Page 1 of 3

Item XII5.

- 10. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.
- 11. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.
- 12. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.
- 13. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and LESSOR may take possession upon a twenty-four (24) hour notice.
- 14. CONCESSIONAIRE may voluntarily terminate this Agreement upon five (5) days written notice to LESSOR.
- 15. CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of thenegligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.
- 16. CONCESSIONAIRE shall indemnify, defend, and hold harmless LESSOR, its officers, employees, and agents from any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of or is in any way related to the acts or the failure to act, in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

[SIGNATURES ON NEXT PAGE]

Concession Agreement TRIC – Page 2 of 3

Tri-Cities United Soccer Club.	City of Kingsport, Tennessee	
Signature	Patrick W. Shull, Mayor	
Date	Date	
Printed Name	Attest:	
Title	Angela Marshall, Deputy City Recorder	
	Approved as to form:	

Rodney B. Rowlett, III, City Attorney

Concession Agreement TRIC – Page 3 of 3

AGREEMENT BETWEEN

CITY OF KINGSPORT, TENNESSEE

AND

TRI-CITIES UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _, 2024, by and between CITY OF KINGSPORT, TENNESSEE, a day of Tennessee municipal corporation (hereinafter "CITY"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "TRIC"), a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as "Facilities;" and

WHEREAS, TRIC and CITY desire to enter into this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TRIC and the respective obligations contained herein.

NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

I. TERM

1. This Agreement shall begin on the date of the execution hereof and end on June 30, 2025. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

П. **OVERSIGHT COMMITTEE**

- 1. Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the facilities. The committee will be composed of the following members:
 - a. Parks and Recreation Advisory Committee Member or designee;
 - b. TRIC Recreation Coordinator;
 - c. TRIC President or representative appointed by TRIC Board of Directors;
 - d. Parks and Recreation Department staff member;
 - e. Dobyns Bennett Boys Varsity Soccer Coach or designee; and
 - Dobyns Bennett Girls Varsity Soccer Coach or designee. f.

Item XII5.

- 2. It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These six positions must be six different persons.
- 3. The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following:
 - a. Review of residency issues;
 - b. Review of program statistics related to participation and benchmark data;
 - c. Review of scheduling and of facility and program operations; and
 - d. Items in Section IV.9 pertaining to items that TRIC provides to CITY.
- 4. Items that CITY received from TRIC are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III. OPTION TO RENEW

- 1. This Agreement may be renewed for one additional term of one year at the option, but not at the obligation, of the parties conditioned upon the following:
 - a. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.
 - b. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to ensure that the service to the citizens of Kingsport and the emphasis of the Kingsport Recreational Soccer program has remained the primary focus.

IV. USE OF FACILITIES

- 1. TRIC will the be primary youth soccer provider, hereinafter referred to as "Kingsport Recreational Soccer Program," for CITY. Thus, during the period ending June 30, 2025. TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Kingsport Recreational Soccer Program must maintain 51% or more CITY residents each season. The percentage requirement is to be followed on a per season basis. The first priority for field use is for the Kingsport Recreational Soccer Program. At any time, the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties. To qualify as a CITY resident, a participant must meet one of the following criteria:
 - a. Lives inside the city limits of Kingsport based on 911 address;
 - b. Parent/Legal Guardian pays city of Kingsport property tax; or
 - c. Participant attends a school operated by the city of Kingsport School system.
- 2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. This program will be referred to as "Tribe Academy Program" and these age divisions of play may be scheduled after the Kingsport Recreational Soccer Program has been given the appropriate amount of play.

- 3. The third priority for use of the facilities is the TRIC Academy programs that have less than 51% CITY residents.
- 4. "Friendlies:" The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at the facilities. Other games not involving TRIC teams may not be held at facility without prior approval of CITY.
- 5. Normal usages outlined include the following for the Kingsport Recreational Soccer Program and academies:
 - a. 2 practices per week
 - b. 5-7 league days during the season
 - c. 1 local festival per season
 - d. 2-3 friendlies per season
 - e. 1-2 level appropriate tournaments per season
- 6. Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.
- 7. TRIC may use the conference room located at facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room.
- CITY will allow minimal storage for equipment and supplies, inside the designated maintenance area of the facilities main building. TRIC will also be allowed to have one maintenance storage unit on property. Location and style of the storage unit to be approved by the CITY.
- 9. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at Eastman Park at Horse Creek.
- 10. TRIC regular Fall and Spring Recreational Soccer Program seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC Recreational Soccer Program seasons, CITY may resume the primary right to designate use of the facilities for up to three consecutive days. This interruption may not occur more than once during each Recreational Soccer Program season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to TRIC Recreational Soccer Programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.
- 11. CITY reserves the right to utilize the facilities when TRIC league activities are not scheduled. If facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.
- 12. TRIC may not make any additions and/or alterations to the facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.
- TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

- 14. CITY shall at all times have the right to inspect the facilities being used by TRIC and all TRIC sponsored activities related to the use of facilities.
- 15. If TRIC should desire to use facilities for additional tournaments, special events, or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written Agreement between the parties.

V. OBLIGATIONS OF CITY

- 1. CITY agrees to provide the following maintenance and repairs in a manner generallyequal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a. Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
 - b. Provide sand, soil, *etc.* to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
 - c. Maintain all bleachers in a safe and secure condition.
 - d. Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
 - e. Maintain structural integrity of concession stands, restrooms, and city storage areas, including repair or replacement of damaged roofs, doors, and windows.
 - f. Maintain all city buildings and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
 - g. Maintain all scoreboards and control systems as needed.
 - h. Maintain field irrigation systems and watering schedules of turf areas.
 - i. Communicate with TRIC field mowing, fertilization, and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.
 - j. Provide TRIC with contact information for after-hour and everyday needs.
 - k. Maintain and repair all parking areas to include gates.
 - I. Maintain all trails within the facilities.
 - m. Establish key control and Musco control link access.
 - n. Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used, TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with TRIC responsible for cleaning as needed at all other times.
 - o. Determine rental fees and rules for usage of facility.

- p. Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.
- q. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- r. Establish policy for field lighting usage and access to computer codes.
- s. Provide a plan for and approve all capital improvements with input from TRIC.
- t. Provide for insurance on buildings.
- u. Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the facilities.
- v. Line fields as needed for events and activities assigned to user groups other than TRIC.
- w. Ensure the facility is locked when not in use.
- x. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

VI. OBLIGATIONS OF TRIC

- 1. TRIC agrees to:
 - a. Provide the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Kingsport Recreational Soccer program must have the advanced approval of the Oversight Committee.
 - b. Provide a scholarship program for the underprivileged.
 - c. Meet the following benchmarks for the Kingsport Recreational Soccer Program:
 - Increase overall participation in the Recreational Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season. TRIC will provide participant data with 911 addresses.
 - 2. Perform a Customer Satisfaction survey annually of both Recreational soccer and Academy participants and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Kingsport Parks and Recreation staff.

- 3. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web-based trainings, printed materials, etc.).
- 4. Consider hosting two tournaments each year that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.
- 5. Submit a marketing and promotion plan to Kingsport Parks and Recreation prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
- 6. Perform a criminal background check through Tennessee State Soccer on each volunteer who coaches or has one-on-one contact with youth. The purpose of this is to make the program as safe as possible for the youth participants. TRIC agrees that no coach shall come in direct contact with children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413, including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessor to:
 - i. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
 - ii. any offense in Title 39, Chapter 13 (offenses against persons);
 - iii. Tenn Code Ann. § 39-14-301 AND Tenn Code Ann. § 39-14-203 (arson, aggravated arson;
 - Tenn Code Ann. § 39-14-401 through § 39-14-404 (definition for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
 - v. Tenn Code Ann. § 39-15-401 through §39-15-402 (child abuse and child neglect or endangerment; Haley's Law aggravated child abuse and aggravated child neglect or endangerment);
 - vi. Tenn Code Ann. § 39-17-417 (controlled substances offenses);
 - vii. Tenn Code Ann. § 39-17-1320 (providing handgun to juveniles); or
 - viii. any other offenses in Title 39, Chapter 17, Part 13 (weapons).

TRIC shall certify to CITY, in writing, that all coaches coming into direct contact with children have successfully completed the required background check and that such individuals have none of the listed convictions listed above, are not registered sex offenders, and have no other disqualifications.

- 2. At no expense to CITY, provide the following maintenance and repair:
 - a. Maintain soccer goals, nets, cables, net clips, program supplies and equipment including motorized vehicles and storage buildings owned by TRIC.

- b. TRIC shall be responsible for daily game day policing of all litter at facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
- c. Line all fields for TRIC recreations league, academy, and tournament play.
- d. Monitor restroom facility and stock supplies to be provided by CITY.
- e. Adhere to CITY rules that pertain to field usage and provide input on overuse.
- 3. Furnish to city Parks and Recreation Department a calendar of events Fall, Spring, and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the city Parks and Recreation Department.
- 4. Refer all groups requesting use of the facilities to the Kingsport Parks and Recreation Department. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.
- 5. Schedule and meet with the city Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with city staff.
- 6. Provide CITY with completed accident and incident reports pertaining to TRIC's use of facilities.
- 7. Report any facility maintenance problems to city designated personnel.
- 8. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms once per day as needed, 7 days per week, with TRIC responsible for cleaning as needed all other times.
- 9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.
- 10. Post no advertising or signage at the facilities that may conflict with existing facility sponsors and/or naming.
- 11. A minimum payment of \$6,000.00 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs. As an incentive to increase participation in the Kingsport Recreational Soccer Program, TRIC will be given a credit of \$20.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. (Residency is defined in section IV.1 of this document) The \$6,000.00 fee will be reduced based on the cumulative amount of those credits. Fee payment shall be made by cash/check and reconciled per season.
- 12. Provide a responsible adult to be on-site at each and every activity scheduled at facilities.
- 13. Ensure the facility is locked each day at the conclusion of TRIC's use.

- 14. Not make any permanent changes to facilities or fields without the expressed prior written permission of CITY.
- 15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
- 16. Utilize the sports lighting in an efficient manner to help reduce electrical costs.
- 17. Follow all park rules that have been established by the CITY Parks and Recreation Department.
- 18. Assist CITY in moving and relocating soccer goals in the facilities. TRIC is responsible toensure goals are properly anchored. As per City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:
 - a. Auger-style anchors that are screwed into the ground; or
 - b. Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolds to secure the goal.
- 19. Allow ex-officio representation by city Parks and Recreation Department on TRIC Board.
- 20. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the facilities by TRIC members is outside the scope of this Agreement.
- 21. Hold CITY harmless from all damage or loss to TRIC equipment located at the facilities unless specifically caused by the sole negligence of CITY.
- 22. Provide city Parks and Recreation Department statistical data pertaining to participation and attendance at Facilities on a monthly basis.
- 23. Include a Photo and Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that CITY offers and become the CITY's sole property. City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on CITY's website and social media.
- 24. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann.§ 68-54-100 "Sudden Cardiac Arrest Prevention Act."
- 25. Maintain a website and social media presence with updated information regarding the Kingsport Recreational Soccer Program. Assign and monitor a public phone number and email for program questions, responding to messages within an appropriate timeframe.

VII. ASSIGNMENT and EXCLUSIVITY

 This Agreement is a privilege for the benefit of TRIC only and may not be assigned in whole or part by TRIC to any other person or entity. Both parties understand that TRIC use of the facilities is nonexclusive.

VIII. INSURANCE and INDEMNIFICATION

- 1. TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.
- 2. TRIC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by TRIC or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of TRIC as set forth in this Agreement.

IX. MISCELLANEOUS PROVISIONS

- 1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.
- 3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

Tri-Cities United Soccer Club.	City of Kingsport, Tennessee
Signature	Patrick W. Shull, Mayor
Date	Date
Printed Name	Attest:
Title	Angela Marshall, Deputy City Recorder
	Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Enter into an Agreement with Walmart Business and Amazon Business Utilizing the Omnia Partners Cooperative Purchasing Contracts

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-174 -2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:CommitteePresentation By:Chris McCartt

Recommendation:

Approve the Resolution

Executive Summary:

The administration recommends utilizing Omnia Partners cooperative purchasing contracts for retail and wholesale merchandise solutions from Walmart Business and services and online marketplace for the purchase or products and services from Amazon Business.

With Omnia Partners, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Omnia 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.

Attachments:

Resolution Contracts

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WALMART BUSINESS AND AMAZON BUSINESS UTILIZING THE OMNIA PARTNERS COOPERATIVE PURCHASING CONTRACTS

WHEREAS, staff recommends utilizing the Omnia Partners cooperative purchasing contracts to enter into agreements with Walmart Business and Amazon Business; and

WHEREAS, the city is a member of Omnia Partners, a cooperative purchasing group network which allows the city to purchase goods and services directly from holders of contracts with the cooperative without conducting the bidding process, as authorized, by Tenn. Code Ann.§ 12-3-1205.

Now therefore,

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

SECTION I. That the Mayor is authorized to enter agreements with Walmart Business and Amazon Business using the Omnia Partners cooperative purchasing contracts, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Region 14 Education Service Center (ESC)

Contract #15-02

for

Retail and Wholesale Merchandise Solutions and Services

with

Walmart Inc.

Effective: September 5, 2023

Item XII6.

The following documents comprise the executed contract between the Region 14 Education Service Center and Walmart Inc. effective September 5, 2023:

- I. Vendor Contract, Signature Form, and Acknowledgment of Contract Requirement
- II. Supplier's Response to the RFP, incorporated.
- III. RFP #13-23 Retail and Wholesale Merchandise Solutions and Services, Formation of Contract, incorporated by reference.



Region XIV Education Service Center

1850 Highway 351 Abilene, TX 79601-4750 325-675-8600 FAX 325-675-8659

Tuesday, September 5th, 2023

Walmart Inc. ATTN: Ashley Hubka 702 SW 8th St. Bentonville, AR 72716

Dear Ashley:

Region XIV Education Service Center is happy to announce that Walmart Inc. has been awarded an annual contract for Retail and Wholesale Merchandise Solutions and Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on August 31st, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Walmart Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by: Shane Fields Shane Fields **Region XIV, Executive Director**

Walmart > Business

Retail and Wholesale Merchandise Solutions and Services

RFP Number 13-23

July 27, 2023

Submitted to: National Cooperative Purchasing Alliance Region 14 Education Service Center 1850 Highway 351 Abilene, Texas 79601

This proposal is the property of Walmart Inc., and is being provided to Texas Region 14 Education Service Center ("Region 14") and the National Cooperative Purchasing Alliance ("NCPA") solely for purposes of proposal evaluation. It should not be disclosed beyond Region 14 and the NCPA or used for any purpose other than to evaluate this proposal. If a contract is awarded to Walmart as a result of, or in connection with, the submission of this proposal, certain portions hereof, as designated on page 11, are exempt from disclosure under the trade secret and proprietary information exemptions to the Tex Code § 552.110 et seq



July 27, 2023

National Cooperative Purchasing Alliance Region 14 Education Service Center 1850 Highway 351 Abilene, Texas 79601

Subject: NCPA - Retail and Wholesale Merchandise Solutions and Services RFP Number 13-23

Dear Region 14 ESC Administrators,

Walmart Business is delighted to submit our response to your request for proposal for Retail and Wholesale Merchandise Solutions and Services. Walmart Business is an eCommerce site and customer experience designed to empower education, government, and nonprofit customers, many of which may be NCPA Participating Agencies. Our focus is to remove complexity in purchasing, lower costs and give our customers more opportunities to serve their customers and communities. Walmart Business is built to leverage the very best of Walmart — our unmatched operating scale, our proximity within 10 miles of 90% of the U.S. population and our extensive eCommerce, fulfillment, and delivery technologies.

As we continue to evolve the shopping experience, we are committed to listening to education, government, and nonprofit customers to help them address the challenges they face today, and the ever-changing challenges that come with running an organization. We are excited to help NCPA Participating Agencies save time, money, and hassle.

We have included redlines reflecting our deviations and exceptions in our response. We are willing to discuss these redlines during the negotiation phase should we advance to that stage.

The entire team at Walmart Business looks forward to building a mutually beneficial relationship with NCPA and its participating agencies. If you have any questions about our proposal, please contact

Sincerelv.

Senior Vice President & General Manager Walmart Business

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Walmart > Business

Tab 1Master Agreement /Signature Form

Item XII6.

TAB 1 MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Notwithstanding the above, with respect to any public agency participating in this contract, vendor shall have the ability to terminate that public agency's participation in this contract with 30 days' written notice, and the public agency likewise can terminate its agreement with vendor with 30 days' written notice.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Shipping will be in accordance with Walmart practice. Estimated shipping dates will be provided to the purchaser during checkout, or upon approval if a spend limit is in place.

For reference as of July 2023, pickup is available from more than 4,600 Walmart stores in the U.S., covering about 90% of the population; delivery from store is available from about 4,000 Walmart stores in the U.S.; the Spark Driver platform, Walmart's largest local delivery service provider, reaches 84% of U.S. households; and once all four next generation fulfillment centers are fully operational by end of 2024, combined with Walmart's traditional fulfillment centers, Walmart can reach 95% of the U.S. population with next- or two-day shipping.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. Customer to provide proof of tax-exempt status prior to purchasing.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. Marketplace Model or Dynamic Pricing:

The pricing will be established by overall market trends to ensure that the end users and their entities are continually receiving the best value. An established contract will not need to be amended for price when the market goes up or down due to the market establishing the best value possible.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Pricing displayed to a customer at checkout will be Walmart's price in effect for the selected product at the time of purchase. These prices will not include the administrative fee to be remitted to NCPA, which will be calculated separately. The administrative fee will not be charged to the customer. Walmart will use dynamic pricing for purposes of this contract. The pricing of merchandise sold by Walmart will be established unilaterally by Walmart based on Walmart's ordinary course business operations. An established contract will not need to be amended for price when the pricing of merchandise goes up or down due to Walmart's pricing changes.

Walmart provides a broad assortment of quality merchandise at everyday low prices ("EDLP"). EDLP is Walmart's pricing philosophy under which we price items at a low price every day so our customers trust that our prices will not change under frequent promotional activity. To view our current pricing, navigate to business.walmart.com and select your location. A username and password are not required to access the site. Applicable shipping and delivery fees, if any, may be separately charged, and will be visible to the customer at checkout. When reviewing pricing, please note that this contract excludes services and items sold by third parties.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and
 response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Walmart disclaims any and all warranties, express or implied, for any merchandise offered or sold under this contract. However, this does not limit the terms of any product warranty that may be offered by the manufacturer of an item that is sold by Walmart.

Walmart does not provide any guarantees of equipment and will not be providing installation, repairs or replacements of any parts or components.

Walmart does not provide any representations, guarantees or warranties on the life expectancy of equipment.

Walmart Business Standard Return Policy

Your purchase history displays the latest eligible date for a return or replacement. We recommend keeping track of all manufacturer packaging and your receipt for a minimum of 90 days after purchase.

Returning Items Purchased on business.walmart.com

You can return eligible items by mail within 90 days of receipt. To ensure your item may be returned, review the exceptions on our corporate Return Policy page at https://corporate.walmart.com/policies#return-policy_and on the Walmart Business return policy page at https://business.walmart.com/help/article/walmart-business-standard-return-policy/23f9f53061a64367a5dab91e2a72439f.

Damaged or Defective Items

If an item you received is damaged or defective, you can return by mail for a refund or replacement or at any Walmart store for a refund.

Items not covered by a Walmart Return Policy may be covered by a manufacturer warranty. Please check the product's packaging details for more information.

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Walmart provided products will be new unless designated as refurbished or restored products on the product page. If an item you received is damaged or defective, you can return by mail for a refund or replacement or at any Walmart store for a refund.

Construction

Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided. Not applicable. Walmart is not providing any construction services under this contract.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that

may cause injury or damage to persons or property. Not applicable. Walmart will not be providing any services under this contract.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor. Customer to provide notice of any applicable permitting requirements.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the <u>intentional or grossly negligent</u> actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. <u>except to the extent</u> Region 14 ESC's intentional conduct or gross negligence, or that of its participants, administrators, employees, or agents was a contributing factor to the claim, damage, loss, or expense.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes. Walmart makes every effort to comply with state and federal tax laws and makes every effort to timely file and pay all state, local and federal taxes. From time to time, due to complexity of the business or factors outside our control, Walmart may be late in filing or paying taxes on time. Any penalties or liens associated with such delinquency have been complied with, satisfied or otherwise settled.

Supplemental Agreements, Warehouse/Wholesale or Marketplace/Retail Membership Programs

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement, warehouse/wholesale or marketplace/retail membership program to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc.

Before making any purchase pursuant to this contract, each public agency participating in this contract must fill out an intake form and accept the Walmart Business terms of use (https://business.walmart.com/help/article/walmart-business-terms-ofuse/b25a9517c4144be6b533a8e3934fa337), which may be updated from time to time. Walmart expressly reserves the right to reject participation by any participating public agency that has completed an intake form.

Any supplemental agreement, warehouse/wholesale or marketplace/retail membership program developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance (or proof of self-insurance) shall be delivered to Region 14 ESC upon request the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Walmart uses a combination of insurance, self-insured retentions, and self-insurance. More details can be found in the following link: https://corporate.walmart.com/evidence-of-insurance.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein. Walmart will comply with applicable law in the performance of this contract.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- · Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Not applicable. Walmart will not be providing any services under this contract.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

In addition to the above, with respect to any public agency participating in this contract, Walmart shall have the ability to terminate that public agency's participation in this contract with 30 days' written notice, and the public agency likewise can terminate its agreement with Walmart with 30 days' written notice.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Walmart proposes to redact the following information. The information falls within the trade secret exception to the Texas Public Records Act, Chapter 552 of the Texas Government Code, §552.110 and also within §552.1101, the exception for confidentiality of proprietary information submitted by a potential vendor or contractor for the reasons specified below. Walmart operates in a highly competitive environment characterized by intense competition with brick and mortar, eCommerce, and omni-channel retailers operating discount, department, retail and wholesale grocers, drug, dollar, variety and specialty stores, supermarkets, hypermarkets and supercenter-type stores, social commerce platforms, as well as companies that offer services in digital advertising, fulfillment and delivery services, health and wellness, and financial services.

- Customer references (Section 6.1 pages 49-51; all lines) Walmart's customer lists are proprietary trade secrets and confidential and are not disclosed publicly. Release of information pertaining to Walmart's customers could cause it competitive harm and provide an advantage to a competitor, as the competitor could attempt to obtain the customer for itself.
- Description of prospective new product features and capabilities both in development and future releases (Figure 5.5.1 on page 37 - "In Development" and "Future Capability" columns and pages 39 – 41 beginning with the first feature marked "In Development" and all lines thereafter) – Walmart's new features under development are considered proprietary trade secrets and are not disclosed publicly. Testing of these features is subject to non-disclosure agreements. Release of information about Walmart's proposed new features could lead to significant competitive harm as it might allow competitors to potentially develop competing features or release similar features before Walmart.

Federal Funding Status

For purpose of this Agreement, Walmart is not a U.S. federal government contractor or subcontractor, nor a U.S. federal grant recipient or subrecipient. Neither NCPA, Region 14ESC, nor any participating agency or entity shall impose any statutory, regulatory, or contractual obligation on Walmart that would cause Walmart to become a U.S. federal government contractor or subcontractor, or a U.S. federal grant recipient or subrecipient in connection with this Agreement.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

Subject to the termination rights above, t the contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP. Notwithstanding the above, Walmart may make available under this contract its catalog of available products, which changes periodically.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is 250,000 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

- Electronic Price Lists
- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- Respondent must provide pricing based on their marketplace model or dynamic pricing.
- Respondent shall provide access to pricing via user ID and password or a hyperlink for use during pricing evaluation.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance. Quantity of line items available that are commonly purchased by the entity.
- · Quantity of line items available that are commonly purchased by the entity.
- · Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- · Programs and practices that may be advantageous to Public Agencies
- Customer Service

Technology for Supporting the Program (7 points)

- · Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

Descolore Francisco	D: B35B6E96-240A-42D7-B033-12FD445101CE	
Docusion Envelope	$1)^{-}$ B (5) B (6) B (6) B (7) B	
	D. DOODOLOO 210/ 1201 0000 121 D1101010L	

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Walmart Inc.		
Company Name		
702 SW 8th Street		
Address		
Bentonville	AR	72716-5561
City	State	Zip
	N/A	
Telephone Number	Fax Number	
Email Address		
	Senior Vice P	President and General Manager
Printed Name	Position	
provention of the second second second second second		

Authorized Signature

Walmart 2 Business

Tab 2NCPA AdministrationAgreement

Item XII6.

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of	September 5, 2023	, by and between
National Cooperative Purchasing Alliance	("NCPA") and Walmart Inc. ("Vendor" or	"Contractor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>September 5, 2023</u>, referenced as Contract Number <u>15-02</u>, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Retail and Wholesale Merchandise Solutions and Services ;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or

agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.

- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- <u>Any use of Contractor's agrees to allow NCPA to use their name and logo within NCPA's website,</u> marketing materials and advertisement or any form of publicity regarding this Administration Agreement or the Master Agreement is subject to Contractor's prior written consent. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction, or to any corporate affiliate. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.
- Prior to any purchases by Region 14 ESC or a Participating Agency under the Master Agreement and the payment of any Administrative Fees under this Administration Agreement, NCPA will provide required documents for Walmart's anti-corruption due diligence.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth-thirtieth (3015th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile

all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job # Order #	Sale Amount
10			i	

Total	

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. <u>This sales amount</u> shall be exclusive of (i) taxes, (ii) in store purchases of categories not offered for sale by Walmart under the <u>Master Agreement (e.g. services)</u>, and (iii) costs and fees related to shipping and delivery, and shall reflect any <u>returns and/or refunds during the relevant guarter</u>. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Payment of the administrative fee will be due 30 days after provision of the sales report or at a date specified in <u>Deadline for term of payment will be included in the invoice NCPA provides</u>, <u>whichever is later</u>.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier-Vendor shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting each quarterly report. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. Any such audit shall take place no more than once per year at a mutually convenient time and place, by electronic or other means as agreed by the parties. NCPA and Region 14 ESC shall provide reasonable advance written notice of any such audit. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such undisputed underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's reasonable documented costs and expenses for such audit.

Anticorruption Compliance

NCPA and Vendor agree their performance under this Administration Agreement will be in full compliance with all applicable anti-corruption laws and regulations. NCPA and Vendor agree that in their performance under this Administration Agreement, they will not directly or indirectly offer, promise, give, or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, facilitation payment or other

improper or unlawful payment to any government official, political party or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

Sarah Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

5001 Aspen grove

Address

Franklin, TN 37067

Address

DocuSigned by: anas ane

Signature

September 11, 2023

Date

Walmart Inc.

Vendor Name

Name

Senior Vice President and General Manager

Title

702 SW 8^h St.

Address

Bentonville, AR 72716-5561

Address

Signature

July 27, 2023 | 04:33 CDT

Date



Tab 3Vendor Questionnaire

Item XII6.

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

Bidder must indicate any and all locations where products and services can be offered.

	District of Columbia ox is equal to checking al	l boxes below)	
Alabama		Montana	Rhode Island
Alaska		Nebraska	South Carolina
Arizona	lowa	Nevada	South Dakota
Arkansas	Kansas	New Hampshire	Tennessee
California		New Jersey	Texas
Colorado	Michigan		Utah
	Minnesota	New York	Vermont
Delaware	Mississippi	North Carolina	Virginia
D.C.	Missouri	North Dakota	Washington
Florida	Kentucky	Ohio	West Virginia
Georgia			Wisconsin
Hawaii	Maine		
🗌 Idaho	Maryland	Pennsylvania	

All U.S. Territories and Outlying Are (Selecting this box is equal to checking	
American Samoa	Northern Marina Island
Federated States of Micrones	Puerto Rico
Guam	U.S. Virgin Islands

Midway Islands	
All Canada Provinces and Territori (Selecting this box is equal to check	
Alberta	Prince Edward Island
British Columbia	Quebec
☐ Manitoba	Saskatchewan
New Brunswick	□ Northwest Territories
Newfoundland and Labrador	Nunavut
□ Nova Scotia	Yukon
Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe

No

Walmart Business and capabilities described in this proposal are available in all 50 states and the District of Columbia at this time.

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Ye	oc	Maybe	~	
	53	Ividybe		

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

No

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.



N/A, we are a recognized small, MWEB or HUB organization



No, we do not have any programs in place.

Yes, we have programs in place.

Please see section 8.3.1 and 8.3.2 for a description.

Residency

Responding Company's principal place of business is in the city of Bentonville, State of Arkansas.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

A publicly held corporation; therefore, this reporting requirement is not applicable. $\overline{}$

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

 \checkmark

Manufacturer Direct Certified education/government reseller

Authorized Distributor

- Manufacturer marketing through reseller
- Value-added reseller
- Other: Omnichannel Retailer

Processing Contact Information

Contact Person	
Title	Director, Public Sector
Company	Walmart Business
Address	2403 SE J St.

Walmart >	Business
	Contraction of the second s

City/State/Zip	Bentonville, AR 72716-5561
Phone	
Email	

No

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.



No

All future product introductions will be at prices displayed at checkout and will be Walmart's price in effect for the selected product at the time of purchase. Walmart will use dynamic pricing for purposes of this contract. The pricing of merchandise sold by Walmart will be established unilaterally by Walmart based on Walmart's ordinary course business operations.

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes

Pricing displayed to a customer at checkout will be Walmart's price in effect for the selected product at the time of purchase. These prices will not include the administrative fee to be remitted to NCPA, which will be calculated separately. The administrative fee will not be charged to the customer.

Walmart > Business

Tab 4Vendor Questionnaire



TAB 4 VENDOR PROFILE

Please provide the following information about you	r company:
--	------------

Walmart Business Response						
Walmart Inc.						
Sam Walton was a man with visionary leadership, and our business is a result of that. Since the first Walmart opened in 1962 in Rogers, Arkansas, we've been dedicated to making a difference in the lives of our customers. Today, we're helping communities save money and live better all over the world. For more information, visit: <u>https://corporate.walmart.com/about/history</u> . Walmart Inc. helps people around the world save money and live						
better - anytime and anywhere - in retail stores, online, and through their mobile devices. Each week, approximately 240 million customers and members visit more than 10,500 stores and numerous eCommerce websites in 20 countries. With fiscal year 2023 revenue of \$611 billion, Walmart employs approximately 2.1 million associates worldwide. Walmart continues to be a leader in sustainability, corporate philanthropy and employment opportunity. Additional information about Walmart can be found by visiting https://corporate.walmart.com.						
05-195-7769						
Senior Vice President & General Manager						
Walmart Inc., 702 SW 8th St Bentonville, AR 72716-5561						
Walmart can confirm we operate in all 50 States & District of Columbia. In addition to our online ordering website, Walmart operates 4,600+ retail locations, 210 distribution centers and 37 fulfillment centers. A full store directory can be found at https://www.walmart.com/store-directory.						
Walmart's <u>store locator</u> has the most up-to-date store locations, hours of operation and phone numbers. Email addresses for store locations are not published.						
NCPA participating agencies can direct all requests and inquires to						

Provide a list of Wholesale locations	Sam's Club operates nearly 600 wholesale locations across the U.S. and Puerto Rico as a division of Walmart Inc. Sam's Club locations are not included in the scope of this proposal. We can discuss potentially expanding the scope of Walmart's offerings under this solicitation to include Sam's Club if this is of interest to NCPA. Walmart Business currently accepts the following forms of payment: • Purchase Cards (p-cards) • Debit cards • Credit cards • Gift cards					
Define your standard terms of payment						
Who is your competition in the marketplace	Walmart U.S. competes with brick and mortar, eCommerce, and omni-channel retailers operating discount, department, retail and wholesale grocers, drug, dollar, variety and specialty stores, supermarkets, hypermarkets and supercenter-type stores, social commerce platforms, as well as companies that offer services in digital advertising, fulfillment and delivery services, health and wellness, and financial services.					
Provide Annual Sales for last 3 years broken out into the following categories: Cities / Counties K-12 Higher Education Other government agencies or nonprofit organizations	As a publicly held company, Walmart Inc. regularly shares earnings and figures. Our annual 10-K filing from March 2023 which can be accessed at <u>https://stock.walmart.com/financials/annual-</u> <u>reports/default.aspx</u> .					
Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement. \$ in year one \$ in year two \$ in year three	Walmart Business is excited for the opportunity to respond to this RFP to potentially become a NCPA supplier. A cooperative contract would allow us to serve more K-12, higher education, cities, counties, and other government agencies. However, we do not publish anticipated revenue.					
What differentiates your company from competitors?	As one of the world's largest brick-and-mortar retailers, we are also one of the fastest growing and most dynamic e-commerce organizations. With 90% of the U.S. population living within 10 miles of our stores, we are combining our physical locations with our e- commerce business to offer a level of convenience never before seen. We're creating an experience that lets customers shop anytime, anywhere — delivering exactly what they want, when they want it.					

Describe how your company will market this contract if awarded	 Walmart Business will collaborate with NCPA to determine sales and marketing activities that are established best practices for newly awarded suppliers. The marketing plan below is an example of how Walmart Business proposes to engage with NCPA to reach over 240,000 member organizations. We are open to providing additional marketing resources to be agreed upon after award. Marketing Collateral: Walmart Business will work with NCPA to create a marketing collateral document demonstrating the benefits of the agreement to be sent to NCPA member organizations and to be used by Walmart Business sales and marketing teams. Events: Walmart Business plans to attend national events such as ASBO, NAEP, NACUBO, and NIGP Annual Meetings that target education, state and local buyers and procurement decision makers. We also plan to attend local, state, and regional conferences and NCPA's annual events for suppliers. Walmart Business will work with NCPA to create a co-branded microsite for participating agencies to review contract details, registration requirements and request onboarding support. Email campaigns: Walmart Business will provide supporting content in relevant email campaigns to be sent to NCPA members. Webinar and Training Content: Walmart Business will collaborate with NCPA to create webinar and training content to reach potential customers.
	 team will regularly meet with NCPA's marketing team to discuss promotions and other campaigns and identify plans and opportunities for additional marketing opportunities to participating agencies. Contract launch: Walmart Business will collaborate with NCPA to ensure all marketing tasks are completed by launch date by participating in weekly calls as necessary leading to launch, providing a subject matter expert for launch webinars hosted by NCPA, review and approval of a press release to be posted on NCPA website and approval of list media outlets for
	distribution by NCPA.
Describe how you intend to introduce NCPA to your company.	Walmart Business intends to utilize our enterprise-wide Learning and Development team to implement a training program for public sector sales force personnel; store, market-level and regional management; and dedicated Customer Care Agents as applicable. Training for applicable personnel will be conducted monthly, beginning within one (1) month of the execution of the Master Agreement until all appropriate associates have been trained. Thereafter, training will be incorporated into the orientation of Walmart Business sales personnel, new Walmart store operations leadership, and Walmart Business Customer Care agents as applicable.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website	Walmart Business is an eCommerce site and customer experience designed to empower education, government, and nonprofit customers, many of which may be NCPA Participating Agencies. Walmart Business is built to leverage the very best of Walmart — our unmatched operating scale, our proximity within 10 miles of 90% of the U.S. population and our extensive eCommerce, fulfillment, and delivery technologies. See Tab 5.0 Products and Services/Scope and Tab 8.0 Value Added Services for details on Walmart Business' distinctive eCommerce site, in store customer experience and capabilities we are building for public agencies.
Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)	Walmart Business provides customer service in two main ways: 1) in our stores, and 2) through our dedicated Walmart Business Care Center.
	• In store: Walmart has approximately 4,600+ Supercenters, Division 1, and Neighborhood Market stores that provide customer service, returns, refunds, and other services from 7am to 9pm local time in most locations.
	• Walmart Business Customer Care Center: Customers can email, chat, and access a dedicated call center that operates from 7am-8pm CT(Monday-Friday) 8am-5pm CT(Saturday- Sunday). After hours, customers can self-service using resources available on <u>https://business.walmart.com/help</u> .
If warehouse/wholesale or retail membership program, registration/enrollment process and fees required by Participating Agency. Detail the membership accessibilities and length of membership access. Provide a copy of the membership application and terms and conditions documents.	 Walmart Business Benefits for NCPA Members Walmart Business is extending the following benefits for participating organizations under this agreement that have been deemed eligible to participate by Walmart in its sole discretion. These benefits typically require a Walmart Business+ membership, but will not require a separate subscription or fee for NCPA members. Free shipping on eligible items, no minimum Free delivery and pick up from store on eligible items (\$35 minimum) Spend Controls (Configurable limits and approvals) Spend Analytics (Data, insights, reporting) Assisted onboarding to invite users and configure customer account

- Green Initiatives (if applicable)
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Walmart prioritizes Environmental, Social and Governance (ESG) issues based on relevance to our business, importance to our stakeholders and Walmart's ability to effect change with respect to those issues. Our priorities as it relates to green initiatives include <u>Climate Change</u>, <u>Regeneration of</u>

Natural Resources, Waste: Circular Economy, Product Supply Chain Sustainability and Animal Welfare. Our 2023 ESG report can found at https://corporate.walmart.com/esgreport/.

- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.

With approximately 2.1 million associates globally as of the end of FY2023, a presence in thousands of communities, and an extensive supplier base, we believe we can use our business to accelerate progress toward a more equitable and inclusive society in ways that also strengthen our company and better serve our stakeholders. For more information, please visit the Equity and Inclusion section of our 2023 ESG report at https://corporate.walmart.com/esgreport/esg-issues/diversity-equality-inclusion.

- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Walmart is committed to procuring and maintaining, in full accordance with the laws where we operate, the required licenses and permits to operate our business. Walmart maintains thousands of licenses in the U.S. Walmart holds various types of licenses and registrations in the cities, counties, and states where we operate, and is authorized to do business in all 50 states as well as the District of Columbia.

Walmart > Business

Tab 5Products and Services

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TAB 5 PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and
 response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Walmart disclaims any and all warranties, express or implied, for any merchandise offered or sold under this contract. However, this does not limit the terms of any product warranty that may be offered by the manufacturer of an item that is sold by Walmart.

Walmart does not provide any guarantees of equipment and will not be providing installation, repairs or replacements of any parts or components.

Walmart does not provide any representations, guarantees or warranties on the life expectancy of equipment.

5.1. Warranty, Return Policy, and Damaged or Defective Items

Walmart Business Standard Return Policy

Your purchase history displays the latest eligible date for a return or replacement. We recommend keeping track of all manufacturer packaging and your receipt for a minimum of 90 days after purchase.

Returning Items Purchased on business.walmart.com

You can return eligible items by mail within 90 days of receipt. To ensure your item may be returned, review the exceptions on our corporate Return Policy page at https://corporate.walmart.com/policies#return-policy and on the Walmart Business return policy page at https://business.walmart.com/help/article/walmart-business-standard-return-policy and on the Walmart Business return policy page at https://business.walmart.com/help/article/walmart-business-standard-return-policy/23f9f53061a64367a5dab91e2a72439f.

Damaged or Defective Items

If an item you received is damaged or defective, you can return by mail for a refund or replacement or at any Walmart store for a refund.

Items not covered by a Walmart Return Policy may be covered by a manufacturer warranty. Please check the product's packaging details for more information.

Products

 Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

5.2. Products

Walmart provided products will be new unless designated as refurbished or restored products on the product page. If an item you received is damaged or defective, you can return by mail for a refund or replacement or at any Walmart store for a refund.

 This solicitation seeks the convenience of one-stop shopping, a broad assortment of goods and the ability to shop online through mobile apps or shopping in a store that includes the convenience of curbside pickup, mobile scan and go, and other quick delivery methods supplier(s) offer. The awarded supplier(s) should have the ability to offer many or all the categories stated in the scope of work. The awarded supplier(s) should have sufficient local inventories to be able to provide daily support of Participating Agencies requirements. The awarded supplier(s) should have a comprehensive line of general merchandise that, under normal conditions, is in-stock, on-hand, and available for immediate pick up or business delivery.

The following is a list of suggested (but not limited to) Retail and Wholesale Merchandise Solutions and Services categories. List all categories along with manufacturer that you are responding with:

- Office like business supplies and equipment, office supplies, office furniture, packing supplies, printers, toner, electronics, office décor and lighting, and other related products and supplies.
- Breakroom consumables (food, tea, coffee, snacks, vending machines and other related supplies such as dish soap, coffee machines, tissue, etc.
- Food, Grocery, Home and Kitchen including fresh and refrigerated, frozen, deli and bakery, packaged foods and snacks, kitchen and dining supplies, appliances, décor and other related products.
- Classroom like school supplies, teacher supplies, daycare, laptops, calculators, first aid supplies, sanitizing wipes, art supplies, décor, and all other related supplies and products.
- Electronics, Technology and Audio Visual
 camera and video equipment, television, and audio (including portable), cell phones, game consoles, décor, electronic devices and accessories, and related products and supplies.
- **Facilities** things like electrical, hardware, safety, tools, lights, HVAC, plumbing, BBQ supplies, gardening supplies, fitness equipment, décor, storage and organization, and other related products.
- Restroom cleaning supplies, disposables (towel, tissue, trash liners, air fresheners, soap, sanitizer, mops), trash receptacles, cleaning carts, décor, and related supplies.
- Animal Supplies, Food and Equipment mats, crates, bedding, litter, grooming, health and medical supplies, and other related products and accessories.
- Clothing apparel including outerwear and innerwear, footwear, belts, shoes, uniforms, and other related products and supplies.
- •___Miscellaneous and Other Categories, like but not limited to:
 - o Gas
 - Automotive Care
 - Business Services
 - o Beauty
 - Sport & Fitness
 - Hospitality
 - Gift cards
 - Services such as assembly and installation
 - Photos and Customization
 - Bonus Offers
 - Business Delivery
 - Club Services and Event Savings
 - Bottled Water

- Wholesale Club Partners
- o Optical and Health Services

5.3. Omnichannel Experience

Walmart Business' Omnichannel Experience

Walmart Business provides one-stop shopping across a broad assortment of millions of organization-relevant items available for shipping, curbside pickup or even same day delivery. With 90% of the U.S. population living within 10 miles of a Walmart store, we can deliver unmatched flexibility and speed of delivery, alongside everyday low prices on an assortment that only Walmart brings together in one place. While shopping Walmart Business' ever-expanding assortment of items, you will notice our differentiated omnichannel experience where search results include availability by fulfillment method including Pickup, Delivery and Shipping.



Pickup is available from more than 4,600 Walmart stores in the U.S., covering about 90% of the population. Delivery from store is available from about 4,000 Walmart stores in the U.S. The Spark Driver platform, Walmart's largest local delivery service provider, reaches 84% of U.S. households. Once all four next generation fulfillment centers are fully operational by end of 2024, combined with our traditional fulfilment centers, we can reach 95% of the U.S. population with next- or two-day shipping.

5.4. In-store purchases

We recognize the need and value for organizations to visit one of our 4,600+ retail locations on an as-needed basis. Member organizations will be able to make in-store purchases in categories under this agreement that will be recognized as contract purchases only if the organizations have met the following requirements:

- The organization has previously registered for a Walmart Business account under this agreement
- Payments for in-store purchases must be made with a valid Credit Card / Debit Card / Purchase Card linked to their online Walmart Business account (stored in their online account wallet) under this agreement
- Payment method used for in-store purchases must not be shared across multiple organizational accounts

5.5 Online and mobile ordering website

The Walmart Business site offers many features and benefits, but we have identified those we believe are most relevant to schools, governments and nonprofits in this proposal. As you review our product capabilities below, we have indicated whether a capability is Live, In Development, or a Future Capability for Walmart Business. Live capabilities are currently available, In Development capabilities indicate work is underway and estimated to be completed by the start of the NCPA contract term, and Future Capabilities are those that are planned for delivery beyond the start of the NCPA contract term. Reference **Figure 5.5.1** for classifications of product features and capabilities.

Walmart Susiness

Multi-user accounts

Manage your organization by inviting multiple users and assigning purchasing roles, and gain visibility into purchase history across your organization.

Manage users				
Name	Email address	Role	Status	Actions
Candacé Pinataro	candace.pinatero@wzimart.com	Admin(Drimary)	Jam	

Walmart Tax Exemption Program

Many organizations qualify to make sales tax-exempt purchases. The Walmart Tax-Exemption Program (WTEP) is our tool to allow an exempt customer to be recognized for automatic removal of taxes during checkout of purchases from business.walmart.com. If your organization is qualified to purchase tax-exempt goods, the Walmart Tax-Exemption Tool will guide you through the process of enrolling in WTEP. You will be prompted to answer questions specific to the type of exemption(s) applicable to your organization and select the state(s) in which you qualify for sales tax-exemption.

Spend Analytics

With Spend Analytics, you can track all your Walmart Business purchases in one place. Spend Analytics makes it easy to analyze spend by individual users, groups, or your whole organization.

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0000								August Will mann
8/650.								\$400.00
1000								\$300.00
1000								
1000								

Shared Payments

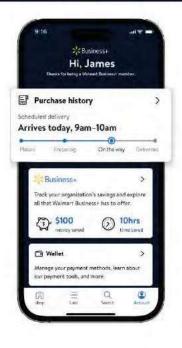
Allows organizations to share cards with multiple buyers. There is no limit on number of supported payment methods that can be added to an account.

Item Subscriptions

Save time by subscribing to items your organization frequently purchases so that they can be delivered on a recurring basis.

DocuSign Envelope ID: B35B6E96-240A-42D7-B033-12FD445101CE

Retail and Wholesale Merchandise Solutions and Services



Walmart Business Mobile App

The Walmart Business Mobile app makes it easier than ever for your organizational buyers to save time, money and hassle. Learn more about the mobile app including how to download at

https://business.walmart.com/cp/walmart-business-mobile-app/3840462



Mobile curbside check-in

Save time on your store pickup orders by using mobile curbside check-in. Let us know in the app you're on your way, park in a designated spot, and we will bring your order to your vehicle.

IN DEVELOPMENT

Multi-user accounts with groups

Take advantage of additional functionality to create groups within your account and assign users to those groups while maintaining visibility across the entire organization.



Buy More

Walmart Business will offer organization-friendly pack sizes with higher quantity limits specifically for organizations on everyday purchases. Special ordering will be available for high volume purchases.

Item XII6.

Buying policies and item restrictions Buying policies, spend limits, and approval flows will be able to be set and managed for organizational purchases including pre-defined monthly budgets, transaction-level limits, and restricted categories.

e buying for your team by setting purchasing policies. Learn make	
8	
Category restrictions ①	
Flag of restrict categories for purchasing.	****
Add category restriction	



Walmart Pay

Walmart Business mobile app will enable contactless payments for in store purchases with Walmart Pay. When done shopping, a customer can go to any checkout lane, scan your items, then hold your phone over the QR code on the register to pay. Walmart Pay will use credit cards, debit cards, purchase cards or gift cards saved to your Walmart Business account. All purchases through Walmart Pay will be automatically reflected in your account's purchase history.

Mobile Scan & Go

Walmart Business mobile app will enable check out as you shop to make store shopping fast and contactless. While shopping in store, scan item barcodes as you place them in your cart. Stop by a Scan & Go lane to pay in the app and get an exit pass before leaving the store.





Item Scanner

Walmart Business mobile app will make it easy to look up and re-order items with the app using product bar codes.

FUTURE CAPABILITY

Expanded payment method options

We understand that organizations have the desire and expectation to utilize payment methods other than credit cards or purchase cards when shopping for supplies. We are planning future capabilities to allow for additional payment types including:

- Pay by Invoice/PO
- Pay by Bank/ACH

E-Procurement Integrations

Recognizing that many NCPA participating organizations have E-Procurement systems they use to make purchases, we will explore integrations with industry-leading platforms.

5.6 Current Walmart Business Product Assortment and Availability

While our assortment is ever expanding, as of the submission of this proposal, Walmart Business offers onestop shopping across more than 6 million SKUs with an average 91% in stock rate, with 95% of SKUs available for two-day or sooner shipping and more than 400K SKUs available for delivery or pickup at local stores across our Walmart U.S. store network. Please note that availability for two-day delivery and the exact subset of the 400K SKUs available at local stores will depend on your zip code.

We make organization shopping easier by organizing items into categories such as office, breakroom, restroom, technology, professional and facility—curating the top items for organizations browsing our site, while still enabling them to search a broader assortment.

In the section below, we have aligned our broad assortment of goods to the suggested categories requested in the proposal and provided the number of available SKUs in each category as of July 12, 2023 rounded to the nearest thousand.

5.6.1 Office- Walmart Business offers a competitive selection of office supply products including key national brands such as TCL, Gateway, and HP plus private brands such as onn, Pen+Gear, and Mainstays. Walmart Business has an <u>Office</u> shop page for easy navigation to our selection in this category. The Office category includes 1.2M SKUs across product categories such as:

- Business supplies and equipment
- Office supplies
- Office furniture
- Packing supplies
- Printers and toner
- Electronics
- Office décor and lighting



5.6.2 Breakroom- Walmart Business offers breakroom products including key national brands such as Hefty, Gevalia, and Maxwell House plus private brands such as Great Value and Sam's Choice. Walmart Business has a <u>Breakroom</u> shop page for easy navigation to our selection in this category. The Breakroom category includes 85K SKUs across product categories such as:

- Consumables (food, tea, coffee, snacks and beverages)
- Coffee machines
- Dish soap
- Household paper (tissue, paper towels, napkins, disposable dinnerware)



5.6.3 Food, Grocery, Home and Kitchen – National brands in this category include Keurig, Bissel, and Sterilite plus private brands such as Great Value, Marketside and Mainstays. Our selection in Food and Fresh can be browsed in the Food and Fresh shop page. The Food, Grocery, Home and Kitchen category includes 101K SKUs across product categories such as:

- Fresh and refrigerated
- Frozen
- Deli and bakery
- Packaged food and snacks
- Kitchen and dining supplies
- Kitchen appliances
- Kitchen décor and other related products
- Bottled water

```
      Shop Food & Fresh

      Image: Fresh & Refrigerated

      Image: Fresh & Refrigerated
```

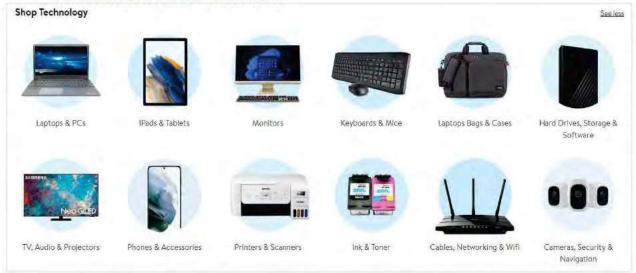
5.6.4 Classroom – We offer an ever-growing assortment of classroom supplies including key national brands such as Cosco, Pampers, and Crayola plus private brands such as Pen+Gear and Parent's Choice. Walmart Business has a <u>Classroom</u> shop page for ease of shopping with 2.6M SKUs across product categories such as:

- School supplies
- Teacher supplies
- Daycare supplies
- Laptops
- Calculators
- First aid supplies
- Sanitizing wipes
- Art supplies
- Décor
- Other related supplies such as books, magazines, crafts and toys



5.6.5 Electronics, Technology and Audio- Walmart Business offers key national brands such as TCL, Gateway, and HP plus private brands such as onn. Walmart Business has a <u>Technology</u> shop page for ease of shopping with 22K SKUs across product categories such as:

- Camera and video equipment
- Television
- Audio
- Cell phones
- Game consoles
- Electronic devices and accessories



5.6.6 Facilities – Walmart Business offers a competitive selection of facilities products including key national brands such as Blackstone, Midea, and Rust-Oleum plus private brands such as Hyper Tough, Better Homes and Gardens, and Mainstays. Our selection can be browsed in the <u>Facility</u> shop page and includes 370K SKUs across product categories such as:

- Electrical
- Hardware
- Tools
- Plumbing
- BBQ supplies
- Gardening supplies
- Fitness equipment
- Storage and organization



5.6.7 Restroom – Walmart Business offers restroom products including key national brands such as Charmin, Bounty, and Dial plus private brands such as Assurance, Great Value, and Mainstays. Our selection can be browsed on the <u>Restroom</u> shop page and includes 41K SKUs across product categories such as:

- Cleaning supplies
- Disposables (towel, tissue, trash liners, air fresheners, soap, sanitizer)
- Trash receptacles
- Cleaning carts
- Décor
- Other related supplies



5.6.8 Animal Supplies, Food and Equipment- Key national brands such as Pedigree, Fancy Feast, and Friskees plus private brands such as Ol'Roy and Pure Balance. The Animal Supplies, Food and Equipment category includes 29K SKUs across product categories such as:

- Mats
- Crates
- Bedding
- Litter
- Grooming
- Pet health and medical supplies
- Other related products and supplies



5.6.9 Clothing – Walmart Business offers a competitive selection of apparel products including key national brands such as Fruit of the Loom, Hanes, and Wrangler Workwear plus private brands such as Athletic Works, Tredsafe, and George. Our selection can be browsed in the <u>Apparel and Workwear</u> shop page includes 364K SKUs across product categories such as:

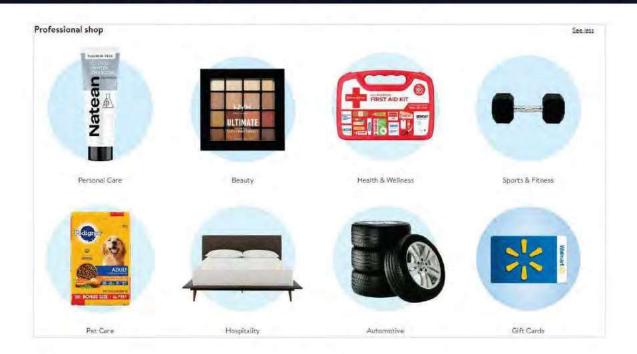
- Outerwear
- Innerwear
- Footwear
- Belts
- Shoes
- Uniforms
- Other related products and supplies

Sh	op by category			
	Men's shoes	Women's shoes	Scrubs	Nursing shoes
	Men's work shoes	Women's work shoes	Scrubs	Nursing Shoes

5.6.10 Miscellaneous and Other Categories

Walmart Business offers an ever-expanding assortment for organization customers. Our <u>Professional</u> shop page features notable categories with wide assortment, including Automotive (540K SKUs), Sporting Goods (85K SKUs), Beauty (47K SKUs), and Seasonal (46K SKUs).

- Automotive
- Health and wellness
- Sporting goods
- Sport and fitness
- Beauty
- Hospitality
- Seasonal and celebration
- Gift cards



5.7 Participating Public Agency Onboarding

Walmart Business understands that entering into a cooperative purchasing agreement will allow us to scale our offering across public sector agencies. Walmart Business will require potential participating public agencies to complete an onboarding process, which will include registration for a Walmart Business account, and a customer intake form to be completed by the public agency and submitted to Walmart. Walmart will review submissions and make an approval assessment in its sole discretion.

Walmart > Business

Tab 6 References

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TAB 6 REFERENCES

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

Walmart > Business

Tab 7 Pricing

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TAB 7 PRICING

Marketplace Model or Dynamic Pricing:

The pricing will be established by overall market trends to ensure that the end users and their entities are continually receiving the best value. An established contract will not need to be amended for price when the market goes up or down due to the market establishing the best value possible... Not To Exceed Pricing...

NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity. The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation...

NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

7.1 Walmart's Every Day Low Price

Since 1962, Walmart has sought to provide a broad assortment of quality merchandise at everyday low prices ("EDLP") to the communities we serve. Today with over 4,600 locations, we are now able to bring these savings to more customers through EDLP.

EDLP is Walmart's pricing philosophy under which we price items at a low price every day so our customers trust that our prices will not change under frequent promotional activity. Walmart strives to offer the lowest prices in market. Walmart monitors its price position in a concerted effort to lead on price. We are excited to bring EDLP to NCPA Participating Agencies.

7.2 Back to School

Recognizing Classroom supplies as a specific requested category, we want to highlight that we are offering the school supply basket of the 14 most popular items on school supply lists at the same price as last year. Learn more by visiting <u>https://corporate.walmart.com/newsroom/2023/07/06/attention-teachers-students-walmart-is-going-big-on-back-to-school-savings</u>.

7.3 Pricing evaluation

To view our current pricing, navigate to business.walmart.com and select your location. A username and password are not required to access the site.

While browsing business.walmart.com for pricing and assortment, please note that we are only including in the scope of this proposal items that are shipped and sold by Walmart. To filter to those items, use the Retailer filter to select Walmart.

Pricing displayed to a customer at checkout will be Walmart's price in effect for the selected product at the time of purchase. These prices will not include the administrative fee to be remitted to NCPA, which will be calculated separately. The administrative fee will not be charged to the customer. Walmart will use dynamic pricing for purposes of this contract. The pricing of merchandise sold by Walmart will be established unilaterally by Walmart based on Walmart's ordinary course business operations. An established contract will not need to be amended for price when the pricing of merchandise goes up or down due to Walmart's pricing changes.

7.4 Sample price list

A sample pricing Excel file has been included separately. The sample pricing file contains top items across categories specified in the RFP including Food, Consumables, Office Supplies, and Electronics. Pricing is month-to-date through July 23, 2023 and reflects the average price paid for orders fulfilled in Abilene, Texas and surrounding areas.

Walmart > Business

Tab 8 Value Added Products and Services

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TAB 8 VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

8.1 Additional Products/Services related to the scope of RFP

8.1.1 Walmart Marketplace

Walmart Marketplace is a community of sellers who offer products for sale to customers shopping on Walmart.com. Sellers have control over their business, including inventory, retail pricing, fulfillment, and customer care. Our sellers and their millions of amazing products help make Walmart Marketplace one of the fastest-growing eCommerce platforms in the U.S. To learn more, visit <u>https://marketplace.walmart.com/</u>.

All transactions with a customer on Walmart Marketplace are between the applicable marketplace seller and the customer, and the marketplace seller is the seller of record. Walmart.com is not a party to any transactions between the marketplace seller and the customer. As such, Walmart will not flow down any contractual or regulatory requirements to marketplace sellers under this solicitation or the resultant contract, and marketplace sellers and assortment are excluded from our offering under this solicitation.

We can discuss potentially expanding the scope of Walmart's offerings under this solicitation to include Walmart Marketplace if this is of interest to Region 14 ESC and NCPA.

8.2 Marketing and training

Walmart Business will collaborate with NCPA to determine sales and marketing activities that are established best practices for newly awarded suppliers. The marketing plan below is an example of how Walmart Business proposes to engage with NCPA to reach over 240,000 member organizations. We are open to providing additional marketing resources to be agreed upon after award.

8.2.1 Marketing

- Marketing Collateral: Walmart Business will work with NCPA to create a marketing collateral document demonstrating the benefits of the agreement to be sent to NCPA member organizations and to be used by Walmart Business sales and marketing teams.
- **Events**: Walmart Business plans to attend national events such as ASBO, NAEP, NACUBO, and NIGP Annual Meetings that target education, state and local buyers and procurement decision makers. We also plan to attend local, state, and regional conferences and NCPA's annual events for suppliers. Walmart Business will display an NCPA placard when exhibiting at tradeshows sponsored by NCPA.
- **Website**: Walmart Business will work with NCPA to create a co-branded microsite for participating agencies to review contract details, registration requirements and request onboarding support.
- **Email campaigns**: Walmart Business will provide supporting content in relevant email campaigns to be sent to NCPA members.
- Webinar and Training Content: Walmart Business will collaborate with NCPA to create webinar and training content to reach potential customers.
- Strategic marketing support: Walmart Business marketing team will regularly meet with NCPA's
 marketing team to discuss promotions and other campaigns and identify plans and opportunities for
 additional marketing opportunities to participating agencies.
 Contract launch: Walmart Business will collaborate with NCPA to ensure all marketing tasks are

completed by launch date by participating in weekly calls as necessary leading to launch, providing

a subject matter expert for launch webinars hosted by NCPA, review and approval of a press release to be posted on NCPA website and approval of list media outlets for distribution by NCPA.

8.2.2 Training

Walmart Business intends to utilize our enterprise-wide Learning and Development team to implement a training program for public sector sales force personnel; store, market-level and regional management; and dedicated Customer Care Agents as applicable. Training for applicable personnel will be conducted monthly, beginning within one (1) month of the execution of the Master Agreement until all appropriate associates have been trained. Thereafter, training will be incorporated into the orientation of Walmart Business sales personnel, new Walmart store operations leadership, and Walmart Business Customer Care agents as applicable.

8.3 Programs and practices that may be advantageous to Public Agencies

8.3.1 Supplier Inclusion

As the world's largest retailer, Walmart strives to save people money so they can live better. We're continuing to build an inclusive supply chain that reflects our customer, and it's imperative that we provide products and services that resonate and meet our customers' needs. Our customers represent all of America, and we want to be sure our suppliers do, too. The 2021 Supplier Inclusion Economic Impact Report details how diverse suppliers add to the economic vitality of the communities we work and serve and can be viewed at https://corporate.walmart.com/media-library/document/walmart-economic-impact-2021/ proxyDocument?id=00000182-cb6d-dd63-a3d2-db6f06170000.

8.3.2 Awards & Recognition

- WBENC Hall of Fame Induction
- Currently one of <u>America's Top Corporations for Women's Business Enterprises</u> the Women's Business Enterprise National Council (WBENC)
- WE USA award recognition
- 2022 Arizona Million Dollar Circle of Excellence (MDCE)
- 2021 Five-Star Procurement, Employment, and Governance rating from the Hispanic Association on Corporate Responsibility's <u>Corporate Inclusion Index</u>
- <u>Best of the Best Top Disability-Friendly Companies List</u> DIVERSEability magazine
- Best of the Best Top Supplier Program Lists:
 - o 2022 Black EOE Journal
 - o 2021 Hispanic Network Magazine
 - o 2021 U.S. Veterans Magazine
 - o 2021 Professional Women's Magazine

To read more about Walmart's Supplier Inclusion program including insights and events, visit <u>https://corporate.walmart.com/suppliers/supplier-inclusion</u>

8.4 Customer service

Walmart Business provides customer service in two main ways: 1) in our stores, and 2) through our dedicated Walmart Business Care Center.

 In store: Walmart has approximately 4,600+ Supercenters, Division 1, and Neighborhood Market stores that provide customer service, returns, refunds, and other services from 7am to 9pm local time in most locations.

 Walmart Business Customer Care Center: Customers can email, chat, and access a dedicated call center that operates from 7am-8pm CT(Monday-Friday) 8am-5pm CT(Saturday-Sunday). After hours, customers can self-service using resources available on <u>https://business.walmart.com/help</u>. Walmart : Business

Tab 9Required Documents

Item XII6.

Tab 9 - REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA <u>N/A Walmart will not provide products or services</u> to any participating agency using FTA funding
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Subject to other provisions in this Master Agreement, Participating Agencies may elect to use federal grant funds to purchase from Walmart under the Master Agreement as a contractor, not a subgrantee. The following certifications and provisions may be required and apply when a Participating Agency expends federal grant funds <u>subject to 2 C.F.R. Part 200</u>-for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.3276, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. For avoidance of doubt, Walmart is not a U.S. federal grant recipient or subrecipient, but does agree to accept the provisions of 2 C.F.R. Part 200, Appendix II below, as apply to contractors, to the extent applicable. Many of the provisions below are inapplicable to Walmart's performance under the contract, including, for example, affirmative action and prevailing wage provisions that apply solely to construction contractors, mechanics, and laborers. Other provisions will not apply absent purchases above the triggering dollar thresholds.

APPENDIX II TO 2 CFR PART 200

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the
 Participating Agency and Offeror reserves all rights and privileges under the applicable laws and
 regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the
Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from
this procurement process in the event of a breach or default of the agreement by Offeror as detailed in
the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 601.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

• Pursuant to Federal Rule I above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 CFR Part 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 CFR Part 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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) 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 CFR Part 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.

Pursuant to Federal Rule I above, when a Participating Agency expends federal funds, offeror certifies
that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety
Standards Act during the term of an award for all contracts by Participating Agency resulting from this
procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating

Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

 Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

 Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the
 offeror certifies that during the term and after the awarded term of an award for all contracts by
 Participating Agency resulting from this procurement process, the
 offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying
 Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Not applicable. Walmart will not agree to accept funds from the Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration under this contract.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of <u>any applicable federal the Aagency</u> or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions, to the extent applicable.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A 102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Walmart is committed to environmental protection and preservation of our natural resources. It is the policy of Walmart to comply with all applicable environmental laws and regulations and the company maintains riskbased controls and procedures to help ensure compliance with this policy. Walmart believes that compliance with all applicable environmental laws and regulations is one of the core foundations for environmental sustainability and becoming a regenerative company.

CONTRACTOR REQUIRMENTS

Contractor Certification Contractor's Employment Eligibility

By entering the contract, <u>Vendor</u> Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating <u>Government</u> Entities including <u>S</u>chool <u>d</u>Districts may request verification of compliance <u>with</u> <u>applicable immigration laws under their authority</u> from any <u>Vendor</u> <u>Contractor</u> or subcontractor performing work under this Contract. <u>These Entities reserve the right to confirm compliance</u> in accordance with applicable laws.

Should the Participating Entities suspect or find that the <u>Contractor Vendor</u> or any of its subcontractors are not in compliance <u>with applicable immigration laws under their authority</u>, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

It is the policy of Walmart to comply with all applicable labor and employment laws and regulations. Walmart maintains risk-based controls and procedures to help ensure compliance with all applicable requirements in all locations where we operate.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Not applicable. Walmart will not provide services under this contract.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35 391 and A.R.S. 35 393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Not applicable. These citations to Arizona statutes are not applicable to this contract, and at least one of the citations has been repealed. It is the policy of Walmart to comply with all applicable economic sanctions laws and regulations, including those administered by the United States. Walmart maintains risk-based controls and procedures to help ensure compliance with this policy and protect the company from engaging with countries, regions or parties that are subject to comprehensive sanctions.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

Section intentionally omitted. Walmart will not accept any FTA funding under this Agreement. ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

<u>Maintain</u> all non financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case

Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

<u>Permit</u> any of the foregoing parties to inspect all non financial work, materials, and other data and records that pertain to the Project, and to audit the non financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

<u>Non-discrimination</u>. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49

U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 <u>et seq.</u>, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition,

Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

Age. In accordance with the Age Discrimination in Employment Act (ADEA) of

1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal

Employment Opportunity Commission (EEOC), "Regulations to Implement the

Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

<u>Segregated Facilities</u>. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

<u>Sanctions of Non Compliance</u>. In the event of Contractor's non compliance with the non discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26,

"Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT assisted contracts.

<u>Non Discrimination Assurances</u>. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

<u>Prompt Payment</u>. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

<u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301 10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S.

Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all <u>applicable</u> provisions, laws, <u>acts</u>, <u>regulations</u>, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all <u>applicable</u> federal, state, and local laws, <u>rules</u>, <u>regulations</u> and <u>ordinances</u> as <u>specifically</u> applicable to the performance of this contract.

Offeror	Walmart Inc.	
Address	702 SW 8 ^h Street	
City/State/Zip	Bentonville, Arkansas, 72716-5561	
Authorized Signat	ture	
Date	July 27, 2023 04:33 CDT	

ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(4) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Walmart Inc.
Address	702 SW 8 ^h Street
City/State/Zip	Bentonville, Arkansas, 72716-5561
Telephone Number	
Fax Number	N/A
Email Address	
Printed Name	
Title	Senior Vice President & General Manager
Authorized Signature	

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State and Territories.shtml

https://www.usa.gov/local-governments



NOTICE TO OFFEROR ADDENDUM NO. 1

RFP # 13-23

Competitive Solicitation by Region 14 Education Service Center for Retail and Wholesale Merchandise Solutions and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Retail and Wholesale Merchandise Solutions and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Retail and Wholesale Merchandise Solutions and Services.

See Addendum No. 1 Acknowledgement included on the last page.

QUESTIONS AND ANSWERS:

1. Question: There appears to be a typographical error in the RFP. Is the estimated annual volume of total sales under the product/services category (i) \$250,000, (ii) \$250,000,000, or (iii) some other amount?

Answer: See #1 in Changes to RFP included in this Addendum. The estimate is \$250M.

 Question: Can you confirm that the administrative fee will be calculated as follows: The first \$30 million in sales in a given calendar year will be subject to a 2% fee, sales in the same calendar year between \$30,000,001 – \$50 million will be subject to a 1.5% fee, and any sales in the same calendar year above \$50 million will be subject to a 1% fee.

Answer: Correct and the fee calculation will restart each calendar year.

3. Question: Can NCPA confirm that "sales" for purposes of calculation of the administrative fee excludes taxes, and costs and fees related to shipping and delivery?

Answer: Yes. Please also clarify in the response any assumptions or items that are not being included in the fee.

4. Question: How should an offeror reflect proposed deviations or exceptions to the Master Agreement – General Terms and Conditions and the NCPA Administration Agreement? For example, clean versions, redline versions, or both?

Answer: Any deviations or exceptions should be noted as part of the response that will be discussed and negotiated, redlines or tracked changes are accepted.

5. Question: What are the specific product solutions?

Answer: Vendors may submit their full product solutions. See Tab 5 for more details and a list of suggested categories.

6. Question: Can you provide a description or list of product solutions to be included?

Answer: See Answer to Question #5 included in this Addendum.

7. Question: Are you looking for turnkey or custom solutions?

Answer: All offerings may be accepted including but not limited to turnkey or custom solutions however offerings do not need to include turnkey or custom solutions.

Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP:

1. Page 11, remove the paragraph under Estimated Quantities and replace with the following:

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$250M annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

All other items in the RFP shall remain.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name	Walmart Inc.
Contact Person _	
Signature	
Date	July 27, 2023 04:33 CDT

State of Utah

Contract # MA3457

for

Online Marketplace

with

Amazon.com Services LLC

Effective: September 9, 2020

The following documents comprise the executed contract between the State of Utah and Amazon.com Services LLC effective September 9, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



Contract # MA3457

STATE OF UTAH COOPERATIVE CONTRACT MASTER AGREEMENT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Amazon.com Services LL	С		LEGAL STATUS OF CONTRACTOR
	Name		Sole Proprietor
410 Terry Ave N			Non-Profit Corporation
-	Address		For-Profit Corporation
Seattle	WA	98109	Partnership
City	State	Zip	Limited Liability Company

Contact Person <u>Marcus Handler</u> Email <u>mahandle@amazon.com</u> Vendor # <u>VC220555</u> Commodity Code #<u>00000</u>

- 2. CONTRACT PORTFOLIO NAME: Online Marketplace
- 3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: <u>an online marketplace with dynamic pricing.</u>
- 4. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation # MG20-81.
- 5. CONTRACT PERIOD: Effective Date: <u>September 9, 2020</u>; Termination Date: <u>May 5, 2025</u> unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): <u>None</u>.
- 6. Payment: Prompt Payment Discount (if any): NA.
- 7. Administrative Fee, as described in the Rebate Agreement between OMNIA Partners and the State of Utah.
- 8. The Contract contains the following documents listed in the order of precedence:

ATTACHMENT A: Terms and Conditions ATTACHMENT B: Scope of Work

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED (listed in order of precedence and below those documents listed in Section 8 in order of precedence):

- a. All other governmental laws, regulations, or actions applicable to this contract.
- b. Utah State Procurement Code, Procurement Rules, Contractor's response to solicitation #MG20-81, and Solicitation #MG20-81.
- 10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR	S	TATE:uSigned by:	
Anne Kung	October 1, 2020	Cluris Hughes	October 1, 2020
Contractor's signature	Date	Director, Division of Purchasing	Date
Anne Rung	Authorized Signatory	Chris Hughes	
Tune or Drint Name and Title			

Type or Print Name and Title



DocuSig	n Envelope ID: 8398518B-0C09-4C29-B9FB-FEE	E5625BFDED		CC MISC 00427123 2020) TR
	Michael Glenn	801-957-7137	NA	michaelglenn@utah.gov	
	Division of Purchasing Contact Person	Telephone Number	Fax Number	Email	
	Ds			(Revised 4/22/20	RS)



ltem XII6.

Attachment A Terms and Conditions

Below is a copy of the Amazon Business Accounts Terms and Conditions in effect on the Effective Date of the contract. Pursuant to Section 10 of the Amazon Business Accounts Terms and Conditions (as amended by the Amendment), Amazon may make changes at any time. The Amazon Business Accounts Terms and Conditions are available electronically

at https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180.

- 1. **PURPOSE OF AGREEMENT**. This Agreement governs your access to, use of, and transactions made through Amazon Business. "Amazon Business" enables registered business customers to purchase products and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or products that are subject to additional terms and conditions, and if you use such services or purchase such products, those terms and conditions (the "Feature Terms") will also apply to you. Products made available through Amazon Business may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer. Finally, certain policies accessible through Amazon Business Acceptable Use Policy, the Amazon Business Pricing Policy, the Amazon Business Sanctions and Export Policy, the Amazon.com Privacy Notice, the Amazon Business Gift Card Policy, and the Healthcare Disclosure Policies. This Agreement incorporates by reference the Feature Terms and the Policies.
- 2. ELIGIBILITY; ACCOUNT SECURITY. By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. "Eligible Entities" include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of governmental entities (federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). Individual consumers should use Amazon.com. Upon completion of your registration, a "Business Account" will be created for your organization. You may authorize others to create a "User Account" associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Agreement. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.
- 3. SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES. Your purchases are subject to Amazon's Shipping and Returns Policies. All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital products, when we make the digital product available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued



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without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User a replacement product for a product they originally ordered using an individual payment method (such as a personal credit card) and the original product ordered is not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement product. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

- 4. **DISCLAIMER.** UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES MADE AVAILABLE TO YOU BY AMAZON ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
- 5. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless Amazon and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "**Claim**") to the extent such Claim is based on: (a) any breach of the Agreement, (b) any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, (c) any dispute between you and your Users, or (d) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.
- 6. **LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.

7. CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY.



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7.1. Customer Information. We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization's name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Amazon Business may share your organization's name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.

7.2. Privacy. Except as disclosed in this Agreement, our use of your information is governed by the terms of the Amazon.com Privacy Notice. Please review the <u>Privacy Notice</u> to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

7.3. Confidentiality. In connection with your use of Amazon Business, we may share with you information which is identified as confidential or that should reasonably be considered confidential ("**Confidential Information**"). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

8. GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES.

8.1. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

8.2. Disputes. Any dispute or claim relating in any way to Amazon Business or this Agreement will be resolved by binding arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules (available at www.adr.org or by calling 1-800-778-7879). An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than in arbitration we



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each waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

8.3. Public Sector Entities. If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.

- 9. THIRD-PARTY OFFERINGS. Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.
- 10. **MODIFICATIONS.** We may, at any time in our discretion, change the Agreement by posting such a change on Amazon Business or by notifying your account administrators. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING THE AMAZON BUSINESS SERVICES IMPLICATED BY SUCH CHANGES.
- 11. ENTIRE AGREEMENT. The Agreement constitutes the exclusive and complete agreement between us and you. We will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of the Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence or other document, including informational forms we complete, sign or otherwise provide to you for your convenience.
- 12. **TERM; TERMINATION.** This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. You may

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terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1, 4, 5, 6, 7.3, 8, 10, 11, 12, 14, 15.

- 13. **COPYRIGHTS; TRADEMARKS; PATENTS.** Use of Amazon Business does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, or to use any of our patents, except as expressly permitted in writing by Amazon. Please see the <u>Amazon Business Help Pages</u> for further detail on Amazon owned or licensed copyrights, trademarks, patents, as well as how to address concerns about the use of your intellectual property rights by third parties.
- 14. LICENSE; SOFTWARE. The following Amazon Software Terms and License apply to your access and use of Amazon Business and all features and software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Business (the "Amazon Software"). Subject to your compliance with the Agreement and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business and Amazon Software. You may not use data mining, robots, or similar data gathering and extraction tools in connection with Amazon Business, nor may you download or copy Amazon Business information, including any collection of product listings, descriptions, reviews, or prices without our consent or for the benefit of another merchant. The following terms apply to your use of Amazon Software.

14.1. Use of the Amazon Software. You may use Amazon Software solely for purposes of enabling you to use Amazon Business, as permitted by the Agreement. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise reproduce, duplicate, copy (except to exercise rights granted in this section), modify, exploit, create derivative works of, distribute, sell, resell, assign any rights to, or license the Amazon Software in whole or in part (including any features of Amazon Business). All software used in Amazon Business is the property of Amazon or its software suppliers and is protected by U.S. and international copyright Laws. You may not make any derivative use of Amazon Business without the express written consent of Amazon.

14.2. Use of Third Party Services. When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

14.3. No Reverse Engineering. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

14.4. Updates. We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.



14.5. Government End Users. If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Off-the-Shelf Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under this Agreement.

14.6. Reserved Rights, Termination. All rights not expressly granted to you in the Agreement are reserved and retained by Amazon or its licensors, suppliers, publishers, rights holders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Agreement.

14.7. Conflicts. In the event of any conflict between the Agreement and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific product feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

15. MISCELLANEOUS.

15.1. Suggestions. If you make any suggestions about Amazon Business or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

15.2. Assignment. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

15.3. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15.4. Waiver. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.5. Conflicts. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail. In the event of any conflict between the Agreement and the Feature Terms, the applicable Feature Terms will control.

15.6. Construction. The word "including" will be interpreted without limitation when used in this Agreement.

15.7. Notices. You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your <u>Message Center</u> and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also

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send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending Amazon a legal or contractual notice, you must comply with our notice procedures available <u>here</u>.

AMENDMENT NO. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this "Amendment") to the Amazon Business Accounts Terms and Conditions, above and available at https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180 (as updated from time to time, the "Agreement"), between Amazon Services LLC ("Amazon", "we", "us", or "our") and the State of Utah ("Customer" or "you") is effective as of the last date of signature below (the "Amendment Effective Date"). This Amendment amends the Agreement as stated below. Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Agreement. The parties agree as follows:

- **1. GOVERNING LAW**. The Section in the Agreement entitled "**GOVERNING LAW**" (currently Section 8.1) is deleted in its entirety.
- 2. **DISPUTES**. The Section in the Agreement entitled "**DISPUTES**" (currently Section 8.2) is deleted in its entirety.
- **3. MODIFICATIONS**. The Section in the Agreement entitled "**MODIFICATIONS**" (currently Section 10) is amended by adding the following sentence:

"Notwithstanding this Section 10, no changes or updates to Amazon's Business Accounts Terms and Conditions will have the effect of changing the provisions set forth in this Amendment without the parties' written agreement in a subsequent amendment."

4. TERM; TERMINATION. The Section in the Agreement entitled "**TERM; TERMINATION**" (currently Section 12) is amended by adding a second paragraph as follows:

"Notwithstanding this Section 12, either party may elect to terminate this Agreement without cause upon delivery of at least 30 days' prior written notice to the other party."

- **5. AMAZON BUSINESS ANALYTICS**. Amazon will provide participating organizations, and other eligible organizations participating in the cooperative contract (MA3457) access to Amazon Business Analytics, whereby they can generate reports based on their purchase activity. Amazon Business analytics functionality includes the ability to customize, view, and download reports, including orders, returns, and refunds."
- 6. LAWS AND REGULATIONS. A new Section 17 is added to the Agreement entitled "LAWS AND REGULATIONS" that states as follows:

"Amazon represents and warrants that it will comply with all applicable laws, rules, and regulations in the performance of the Agreement."



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7. FEDERAL FUNDS CERTIFICATIONS. A new Section 18 is added to the Agreement entitled "FEDERAL FUNDS CERTIFICATIONS" that states as follows:

"18.1. Debarment. Amazon certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of laws. Amazon further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. You may terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by us.

"18.2 Lobbying. Amazon certifies, to the best of its knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of us, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL.
- (C) This Agreement is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 8. ENTIRE AGREEMENT. Except as amended by this Amendment, the Agreement remains in full force and effect. This Amendment, together with the Agreement as modified by this Amendment: (a) constitutes the exclusive and complete agreement between the parties; and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.
- **9. CONFLICTS**. In the event of any conflict between the Agreement or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, precedence will be as follows: (a) this Amendment; (b) the Agreement; and (c) the Amazon Business Acceptable Use Policy, and any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website.
- **10. COUNTERPARTS AND DELIVERY**. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by electronic means.



Page 8 of 8

Attachment B

Online Marketplace Scope of Work

Background:

This contract is in place in order for end users to receive access to the Contractors Online Marketplace. This contract utilizes a dynamic pricing structure in which the price for items is what is currently listed on the digital marketplace and is driven by the market. The State is seeking to provide users with access to and use of an online digital marketplace to purchase of goods and services that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

Categories:

The contract includes four (4) awarded categories. This contract may only be used to purchase items that fall within the category/categories below. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through an award contract, the State and Participating Public Agencies may choose to limit which categories their end users have access to:

- 1) Education-Based Accessories, Display, Products and Related Supplies
 - a) Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.
- 2) Information Technology-Peripheral Devices and Related Products
 - a) Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network.
- 3) Maintenance, Repair and Operations Products (MRO)
 - a) Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.
- 4) Office-Based Accessories, Décor, Products, and Related Supplies
 - a) Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage,



calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other office related products.

Contract Deliverables:

Contractor will provide the following deliverables for the contract:

- □ **Online Marketplace:** Contractor will provide access and use to a digital marketplace for users of this contract to order goods and services through.
- Digital Analytics: Contractor will provide some form of data analytics.
- □ **Ability to Restrict Categories:** Contractor will provide the ability to restrict certain items (IT, furniture, etc.) as designated by participating end users as needed by each end users laws and applicable rules. Some of these features and tools are only available with Business Prime.

Dynamic Pricing:

The Amazon Business uses dynamic marketplace pricing. This contract will not need to be amended when prices fluctuate.

Cooperative Agreements:

Utilization of the Contract by OMNIA Partners' participating agencies will be at the discretion of the individual participating agency. Any modifications agreed to by participating agency and Contractor may not expand upon the Scope of Work in the Master Agreement and are exclusively between the participating agency and the Contractor.

ltem XII6.



September 18, 2023

Amazon.com Services LLC (Amazon Business) Attn: Brett Tuson Seattle, WA 98109-5210

Re: Contract Renewal Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS desires to renew the referenced contract for an additional two-year period in accordance with the Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the second of three renewals, each of the renewals to be an additional two (2) year period. The current contract expires January 18, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than November 6, 2023. In addition to this renewal, you must also provide an updated copy of your <u>Certificate of Insurance (COI)</u> with Prince William County School Board listed as an additional insured. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassa, VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

Karen Sobers, CPPB Senior Buyer

Acceptance Agreement It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2024 to January 18, 2026 and all terms and conditions in the original solicitation and contract shall remain the same. Renew Contract: Yes: No: Х Prices and/or Discounts to Remain the Same: Yes: No: If no, explain under separate cover. DocuSigned by: Brett Tuson Vendor: Purchasing: Legally Anthonized Signature Legally Authorized Signature Brett Tuson Authorized Signatory Colleen Keener, CPPB, CPCP, VCO, VCA Print Name & Title Supervisor of Purchasing Date: October 30, 2023 Item XII6. Date:

PURCH PORT OFFICE



CONTRACT NUMBER: R-TC-17006

This Contract entered into this <u>19th</u> day of <u>January 2017</u> by, <u>Amazon</u> <u>Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109</u>, hereinafter referred to as the "Contractor" and <u>Prince William County School Board, P.O. Box 389, Manassas, VA</u> <u>20108</u>, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

- 1. SCOPE OF CONTRACT: Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
- 2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated January 19, 2017.
- 3. CONTRACT TERM AND RENEWAL:
 - 3.1. The initial term of this contract shall be from the date of award, <u>January 19</u>, <u>2017 to January 18</u>, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
- CONTRACT ADMINISTRATOR/PROJECT MANAGER: The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. <u>CONTRACT ADMINISTRATOR:</u> As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.



- 4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
- 5. TIME OF PERFORMANCE: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
- 6. PRICING: In accordance with Contractor's proposal, Section 4.2.1.
- 7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Authorized Signature

Prentis D. Wilson, Jr. Type Name Vice President

Jan 27, 2017

PURCHASING AGENCY:

Authorized Signature Jím Totty, CPPO, C.P.M Type Name

Supervisor of Purchasing Title

1-31-1 Date





MEMORANDUM OF NEGOTIATIONS

R-TC-17006

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
- b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
- c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
- d. Contractor's Business Accounts Terms and Conditions (currently available at <u>https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180</u>), attached;
- e. PWCS's General Terms and Conditions, Section 11 (RFP Revised 12/16/16), attached;
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.
- 1. The contract term shall remain as originally issued in the RFP, as follows:
 - 9.1. The initial term of this contract shall be five years (5) from the date of award to December 30, 2021, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.
- 2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.



Memorandum of Negotiations R-TC-17006 Page 2

- 3. The following provision is added to PWCS Special Terms and Conditions:
 - 10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.
- Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

unto D. With en

Contractor Authorized Signature

Vice_ Preside

Jim Totty, C.P.M., CPPO

Supervisor of Purchasing

Jan 27, Date





AGENDA ACTION FORM

Consideration of a Resolution for Authorization to Sign an Agreement with Bethel University for Tuition Discount for Employees

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-180-2024 Work Session: June 17, 2024 First Reading: N/A Final Adoption:June 18, 2024Staff Work By:Tyra CopasPresentation By:Tyra Copas

Recommendation:

Approve the Resolution.

Executive Summary:

Bethel University is offering the City of Kingsport employees a discount on the standard tuition rate for those who enroll in one of Bethel's online degree programs. In addition to the discount, Bethel will waive their application fee.

There is no minimum commitment on the number of individuals enrolled, and the city can withdraw from the partnership agreement at any time with no penalty.

This agreement is similar to the agreement established in 2022 with King University (AF-182-2022).

The city currently has employees enrolled in a Bethel University online degree program, who would be able to benefit from the discount. In addition, this agreement aligns with our retention efforts related to the training and development of our employees.

Attachments:

Resolution Contract Application and Attachment A

	Y	Ν	0
Cooper			
Duncan			
George			
Montgomery			
Olterman			
Phillips			
Shull			

RESOLUTION NO.

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH BETHEL UNIVERSITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Bethel University has offered a discount on tuition and to waive the application fee for employees of the city who enroll in Bethel's online degree program; and

WHEREAS, there is no minimum commitment on the number of individuals enrolled, and the city can withdraw from the partnership agreement at any time with no penalty; and

WHEREAS, should city withdraw from the agreement, employees enrolled at the time of withdrawal will receive the benefit of the tuition discount through the end of their enrollment.

WHEREAS, there is no cost to the city associated with this agreement.

Now therefore,

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

SECTION I. That a Memorandum of Understanding with Bethel University, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, 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 Memorandum of Understanding with Bethel University, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

MEMORANDUM OF UNDERSTANDING

The City of Kingsport, TN (KTN) agrees to enter into this Education Partnership Agreement with Bethel University (BU), on June 17, 2024.

This Partnership Agreement is based on the following provisions:

1. Bethel University will extend a reduced tuition rate to (KTN) employees enrolling in Bethel's online degree programs provided that the employees meet the admissions requirements for the program in which the employee wishes to enroll*. The published tuition rate shall be exclusive

of any other discounts (military, first-responder, or public service) offered by the university. The published tuition rate for 2023-2024 will be:

a. \$290 per credit hour for undergraduate degrees. (Standard Rate \$350);

b. \$473 for graduate criminal justice tuition (Standard rate \$525); and

c. \$568 for graduate business tuition (Standard rate \$631).

2. With this agreement, Bethel University will extend the standard benefit of a waived application fee to KTN employees applying to one of Bethel's online degree programs.

3. Bethel University will collaborate with KTN in the creation and distribution of information on educational benefits and degree program options.

4. Materials and activities will include, but are not limited to:

a. Bethel University website landing page/link. Education partners are under no obligation to change or alter their website.

b. Emails to employees describing the program with links to relevant website content

c. Scheduled opportunities for interested individuals to speak with a University enrollment counselor.

d. Other mutually agreed upon promotional material may include webinars, newsletter information, brochures, posters etc.

5. KTN and BU are both free to withdraw from this Partnership Agreement at any time on their own without penalty or risk. In such event, any KTN employees currently enrolled in a Bethel University online degree program will continue to receive the agreed upon tuition rates until the end of their enrollment.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of June, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BethelUniversity College of Professional Studies



MEMORANDUM OF UNDERSTANDING

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- 5. KTN and BU are both free to withdraw from this Partnership Agreement at any time on their own without penalty or risk. In such event, any KTN employees currently enrolled in a Bethel University online degree program will continue to receive the agreed upon tuition rates until the end of their enrollment.

City o	of Kin	gspor	ť, TN
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Bethel University

Signature	Date	Signature	Date
Name:		Dr. Wayne Scott Executive Vice President	
Title:		Item XII7.	