



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

**Tuesday, June 6, 2023 at 7:00 PM**

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

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

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### **Leadership Team**

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

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

### **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. Dobyms-Bennet High School Relay Track Team (Alderman Phillips)

### **VI. APPOINTMENTS**

- [1.](#) Consideration of an Appointment to the Beverage Board (AF-161-2023) (Mayor Shull)

## **VII. APPROVAL OF MINUTES**

1. May 15, 2023 - Work Session
2. May 16, 2023 - Business Meeting

## **VIII. PUBLIC HEARINGS**

1. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2023-2024 Budget (AF-166-2023) (Chris McCartt)
2. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 24 Water Fund Budget (AF-167-2023) (Chris McCartt)
3. Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2023-2024 Sewer Budget (AF-168-2023) (Chris McCartt)

## **COMMENT**

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

## **IX. BUSINESS MATTERS REQUIRING FIRST READING**

1. Consideration of an Ordinance to Adopt the FY 2023-2024 Metropolitan Planning Project Grant Fund Budget (AF-169-2023) (Chris McCartt)
2. Consideration of an Ordinance to Adopt the FY 2023-2024 Community Development Block Grant Fund Budget (AF-170-2023) (Chris McCartt)
3. Consideration of an Ordinance to Adopt the FY 2023-2024 School Public Law 93-380 Grant Project Fund Budget (AF-171-2023) (Chris McCartt)
4. Consideration of an Ordinance to Adopt the FY 2023-2024 Schools Special Projects Grant Fund Budget (AF-172-2023) (Chris McCartt)
5. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-106-2023) (Chris McCartt)
6. Consideration of an Ordinance to Amend Kingsport Code of Ordinances Section 30-29 Pertaining to Court Costs for Kingsport City Court (AF-128-2023) (Chris McCartt)



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

## **XI. OTHER BUSINESS**

- 1.** Consideration of a Resolution to Approve Change Order to GRC Civil Services, Inc. to Complete Stormwater System Improvements on Reservoir Road (AF-152-2023) (Ryan McReynolds)
- 2.** Consideration of a Resolution Authorizing a Software Services Agreement with OpenGov, Inc for Cartegraph Asset Management (AF-157-2023) (Ryan McReynolds)
- 3.** Consideration of a Resolution Authorizing the Mayor to Execute the 2024-2027 Agreement with the City of Bristol, TN as Lead Entity for the Northeast Tennessee/Virginia HOME Consortium (AF-103-2023) (Michael Price)
- 4.** Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Orth Construction, Related to the Hunts Crossing Phase 3 Development (AF-98-2023) (Ryan McReynolds)
- 5.** Consideration of a Resolution to Award the Bid to Traxon Construction, Inc. for the Washington County Water Project and Authorize the Mayor to Sign all Applicable Documents (AF-154-2023) (Ryan McReynolds)
- 6.** Consideration of a Resolution to Amend Employment Policy #31 (AF-141-2023) (Tyra Copas)
- 7.** Consideration of a Resolution to Approve Water User Rate for North Greene Utility District for FY23 and Include Wholesale Rate in Fee Resolution (AF-162-2023) (Ryan McReynolds)
- 8.** Consideration of a Resolution to Award the Bid to Haren Construction for the Water Intake Screen Replacement Project (AF-153-2023) (Ryan McReynolds)
- 9.** Consideration of a Resolution for Amendment Number 2 to TDOT Agreement for Fort Robinson Bridge Authorizing the Mayor to Sign all Applicable Documents (AF-158-2023) (Ryan McReynolds)
- 10.** Consideration of a Resolution to Enter into an Agreement with Houston-Galveston Area Council (H-GAC) for Cooperative Purchasing (AF-173-2023) (Chris McCartt)
- 11.** Consideration of a Resolution to Approve Purchase of Cues CCTV Inspection System to Install on Replacement Vehicle (AF-160-2023) (Ryan McReynolds)

- [12.](#) Consideration of a Resolution to Amend the Fee Resolution for FY 2024 Fees and Charges Provided for in the City Code (AF-105-2023) (Chris McCartt)

## **XII. CONSENT AGENDA**

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

- [1.](#) Consideration of a Resolution Ratifying the Mayor's Signature on a Consent Letter from T-Mobile for Property Located at 1640 Bays Mountain Park Road (AF-151-2023) (Chris McCartt)
- [2.](#) Consideration of a Resolution to Pay Shipping Costs Associated with the Purchase of an Armored Rescue Vehicle (AF-150-2023) (Chief Phipps)
- [3.](#) Consideration of a Resolution to Amend the Greater Kingsport Alliance for Development (GKAD) CDBG Demolition Contract Adding the Properties Located at 117 & 126 Tennessee Street (AF-148-2023) (Michael Price)
- [4.](#) Consideration of a Resolution for the Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE) (AF-155-2023) (Jessica Harmon)
- [5.](#) Consideration of a Resolution for the Extension of Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF-156-2023) (Jessica Harmon)
- [6.](#) Consideration to Approve Issuance of a Certificate of Compliance for a Business to Sell Retail Alcoholic Beverages (AF-174-2023) (Lisa Winkle)

## **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

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

### 3. Visitors

## **XIV.ADJOURN**



**AGENDA ACTION FORM**

**Consideration of an Appointment to the Beverage Board**

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

Action Form No.: AF-161-2023  
 Work Session: June 5, 2023  
 First Reading: N/A  
 Final Adoption: June 6, 2023  
 Staff Work By: Angie Marshall  
 Presentation By: Mayor Shull

**Recommendation:**

Approve the appointment.

**Executive Summary:**

It is recommended to reappoint Natalie Wells to the Beverage Board for a 2<sup>nd</sup> term.

The board is comprised of nine members: Chief of Police, Planning Manager, City Recorder and six residents of Kingsport with one having at least five years' experience in business or administration in ownership or operation of retail enterprise and one licensed to practice law. Terms are three years with no term limit.

<b>Current Board:</b>			
Member	Term Expires	No. of Terms	Residing Neighborhood
Stephen LaHair	3/31/25	4	KPT Resident; Business Owner
Mike Forrester	12/31/25	2	KPT Resident; Licensed Attorney
John McKinley	12/31/25	1	KPT Resident
Natalie Wells	7/31/23	1	KPT Resident
Cody Woods	10/31/23	1	KPT Resident
Lonnie Salyer	6/30/24	3	KPT Resident

<b>Recommended Board:</b>			
Member	Term Expires	No. of Terms	Residing Neighborhood
Stephen LaHair	3/31/25	4	KPT Resident; Business Owner
Mike Forrester	12/31/25	2	KPT Resident; Licensed Attorney
John McKinley	12/31/25	1	KPT Resident
Natalie Wells	7/31/26	2	KPT Resident
Cody Woods	10/31/23	1	KPT Resident
Lonnie Salyer	6/30/24	3	KPT Resident

**Attachments:**

None

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



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, May 15, 2023 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

**I. CALL TO ORDER** 4:30 p.m. by Mayor Shull

**II. ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent: Alderman Paul W. Montgomery

### **III. DISCUSSION ITEMS**

**1. Petworks Update** - Michelle Watts

Michelle Watts gave a presentation on this item, noting that she has been the executive director of the shelter since December. She provided statistics on how Petworks helps the city through animal control and intake. She gave details on current issues, including the increasing amount of deer pickup as well as the overlap with Sullivan County. Ms. Watts also provided financial information regarding the shelter's budget. There was some discussion as Ms. Watts answered questions throughout the presentation.

**2. Neighborhood Commission Update** - Tiffany Hickman

Chair Tiffany Hickman presented this item and answered questions from the board. She pointed out the quarterly meeting locations rotate to increase community engagement. She also mentioned the many community partners of the commission. Some discussion ensued.

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

City staff gave a summary for each item on the May 16, 2023 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

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

**Monday, May 15, 2023 at 4:30 PM**

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**VI.1 Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until August 31, 2024** (AF-129-2023) City Manager McCartt noted this was a unique appointment as Jim Welch has resigned from the Board of Education at the end of June and pointing out his term doesn't expire until 2024. Tim Dean has been recommended and has served in this capacity before.

**XI.7 Consideration of a Resolution Rejecting Bids for the Bays Mountain Park Amphitheater Project** (AF-139-2023 Assistant City Manager Michael Borders provided information on this item, discussing the history of the project and the original scope of the amphitheater, noting the funds were a Centennial gift from Eastman. He stated due to the pandemic, bonds were not issued, and the project was delayed. The bid opening was delayed again to mid-January and the sole bidder was 62% higher than the original cost of construction. Mr. Borders discussed options for the project and staff is recommending the funds be redirected to improve the otter habitat, commenting the status of the amphitheater will be reviewed with the Park Improvement Plan. He gave an estimation of the timeline and provided a rendering of the project. Some discussion followed as Mr. Borders outlined the next steps.

Alderman Duncan recognized a boy scout in attendance today to earn a badge.

**V. ITEMS OF INTEREST**

**1. Projects Status Report**

**VI. ADJOURN**

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 6:10 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 16, 2023 at 7:00 PM

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### 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

Ryan McReynolds, Deputy City Manager

Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer

- I. **CALL TO ORDER** 7:00 p.m. by Mayor Patrick W. Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** by Planning Manager Ken Weems.
- III. **INVOCATION** by Rev. Jack Edwards.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. All present.
- V. **RECOGNITIONS AND PRESENTATIONS**
  1. **Keep Kingsport Beautiful Beautification Awards** - Sharon Hayes
  2. **Detective Abby Ford, Blue Ribbon Award, Sullivan County Children's Advocacy Center**  
(Mayor Shull)
  3. **National Drinking Water Week** (Alderman Montgomery)
  4. **National Public Works Week** (Vice Mayor George)

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

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**VI. APPOINTMENTS**

1. **Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until August 31, 2024**  
(AF-129-2023) (Mayor Shull)

Motion made by Mayor Shull, Seconded by Alderman Olterman.

DECLARATION BY THE MAYOR OF A VACANCY AND APPOINTMENT OF TIM DEAN TO THE BOARD OF EDUCATION EFFECTIVE JUNE 30, 2023 UPON THE RESIGNATION OF JIM WELCH

Passed: All present voting "aye."

**VII. APPROVAL OF MINUTES** *(These items are all considered under one motion.)*

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

1. **May 1, 2023 - Work Session**
2. **May 2, 2023 - Business Meeting**
3. **May 8, 2023 - Budget Work Session**
4. **May 11, 2023 - Budget Work Session**

Passed: All present voting "aye."

**VIII. PUBLIC HEARINGS**

1. **Hold a Public Hearing and Conduct the Six Month Plan of Services Update for the Browder Road Annexation** (AF-118-2023) (Ken Weems)

**COMMENT**

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

**IX. BUSINESS MATTERS REQUIRING FIRST READING** None.

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION** None.

**XI. OTHER BUSINESS**

1. **Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for FY24 (AF-75-2023)** (Ryan McReynolds)



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

**RESOLUTION NO. 2023-234** A RESOLUTION AWARDING THE BIDS FOR THE PURCHASE OF ASPHALT TO SUMMERS-TAYLOR, INC., PAVE-WELL PAVING CO., INC. AND W-L CONSTRUCTION AND PAVING CO., INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 2. Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY24** (AF-114-2023) (Ryan McReynolds)

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

**RESOLUTION NO. 2023-235** A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF CONCRETE TO SUMMERS-TAYLOR, INC. AND READY MIX USA AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 3. Consideration of a Resolution Awarding the Bid for the Purchase of Stone for FY24** (AF-115-2023) (Ryan McReynolds)

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

**RESOLUTION NO. 2023-236** A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, LP AND GLASS MACHINERY AND EXCAVATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 4. Consideration of a Resolution Awarding the Bid for the Purchase of Contracted Truck Hauling for FY24** (AF-116-2023) (Ryan McReynolds)

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

**RESOLUTION NO. 2023-237** A RESOLUTION AWARDING THE BID FOR CONTRACTED TRUCK HAULING FOR FISCAL YEAR 2024 TO JTB CONSTRUCTION, LLC, WEST STONE INDUSTRIES, AND SUMMERS-TAYLOR, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 5. Consideration of a Resolution Extending the Bid Award for Tire Recapping Services for FY24** (AF-117-2023) (Ryan McReynolds)

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Motion made by Alderman Duncan, Seconded by Alderman Cooper.

**RESOLUTION NO. 2023-238** A RESOLUTION RENEWING THE AWARD OF BID FOR TIRE RECAPPING SERVICES TO GOODYEAR TIRE AND RUBBER CO., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 6. Consideration of a Resolution Awarding the RFP for MRO, Janitorial, Plumbing, Electrical, & Industrial Items (AF-120-2023) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

**RESOLUTION NO. 2023-239** A RESOLUTION AWARDDING THE BID FOR VARIOUS MRO, JANITORIAL, PLUMBING, ELECTRICAL, AND INDUSTRIAL ITEMS TO HD SUPPLY FACILITILES MAINTENANCE AND FORD SYSTEMS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR SAME FOR THE CITY OF KINGSPORT AND KINGSPORT CITY SCHOOLS

Passed: All present voting "aye."

- 7. Consideration of a Resolution Rejecting Bids for the Bays Mountain Park Amphitheater Project (AF-139-2023) (Michael T. Borders)**

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

**RESOLUTION NO. 2023-240** A RESOLUTION REJECTING THE BID RELATED TO THE BAYS MOUNTAIN PARK AMPHITHEATER PROJECT

Passed: All present voting "aye."

- 8. Consideration of a Resolution Authorizing a Financial Contribution if Needed to the Kingsport Economic Development Board Relative to the Dental Clinic and Authorizing the Execution of All Necessary and Proper Documents (AF-107-2023) (Chris McCartt)**

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

**RESOLUTION NO. 2023-241** A RESOLUTION AUTHORIZING A CONTRIBUTION, IF NEEDED, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATIVE TO KEDB'S IMPROVEMENT OF LEASED SPACE AND ACQUISITION OF NECESSARY EQUIPMENT, AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING

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FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

**9. Consideration of a Resolution Authorizing a Consulting Contract with Raftelis for a New Customer Information System (AF-130-2023) (Floyd Bailey)**

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

**RESOLUTION NO. 2023-242** A RESOLUTION APPROVING A SCOPE OF SERVICES WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR CONSULTING SERVICES RELATIVE TO OBTAINING A NEW CUSTOMER INFORMATION SYSTEM; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**10. Consideration of a Resolution to Approve an Interlocal Agreement with Mount Carmel (AF-137-2023) (Ryan McReynolds)**

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

**RESOLUTION NO. 2023-243** A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF MOUNT CARMEL, TENNESSEE FOR THE PROVISION OF PUBLIC SERVICES SUCH AS TRAFFIC, WATER, SEWER, STREET, AND SANITATION; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**11. Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF-122-2023) (Ryan McReynolds)**

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

**RESOLUTION NO. 2023-244** A RESOLUTION RENEWING THE INTERLOCAL AGREEMENT TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE COLLECTION TO SERVE THE TOWN OF MOUNT CARMEL, TENNESSEE; AND AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS AGREEMENT

Passed: All present voting "aye."

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**12. Consideration of a Resolution to Dispose of and Sell a Toro Sprayer to the City of Bristol, VA (AF-138-2023) (Michael T. Borders)**

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

**RESOLUTION NO. 2023-245** A RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY PURSUANT TO KINGSFORT CODE OF ORDINANCES SECTION 2-571; AUTHORIZING THE SALE OF A TORO MULTI PRO GOLF COURSE SPRAYER TO THE CITY OF BRISTOL, VIRGINIA FOR USE ON ITS CLEAR CREEK GOLF COURSE; AND AUTHORIZING THE MAYOR TO SIGN A SALE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**13. Consideration of a Resolution Awarding the Bid for the Robinson Middle School HVAC Project to S.B. White Company, Inc., and Authorizing the Mayor to Sign All Necessary Documents (AF-134-2023) (David Frye)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

**RESOLUTION NO. 2023-246** A RESOLUTION AWARDDING THE BID FOR THE ROBINSON MIDDLE SCHOOL HVAC REPLACEMENT PROJECT TO S.B. WHITE COMPANY, 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

Passed: All present voting "aye."

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

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

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

**1. Consideration of a Resolution Authorizing the Mayor to Execute a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF-121-2023) (Ryan McReynolds)**

**RESOLUTION NO. 2023-247** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2024 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED WITHIN THE

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KINGSPORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS HIGHWAY AND INTERSTATE 26; AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

- 2. Consideration of a Resolution Authorizing the Mayor to Execute a Holdover Notice between the City of Kingsport and the Tennessee Department of Transportation for Landscaping at Several Intersections and/or Interchanges on State Routes 1, 36, 93 and 126 (AF-140-2023) (Ryan McReynolds)**

**RESOLUTION NO. 2023-248** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A HOLDOVER LICENSE BETWEEN THE CITY AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING ON STATE ROUTES 1, 36, 93, AND 126 IN SULLIVAN COUNTY

- 3. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant (AF-126-2023) (Chief Dale Phipps)**

**RESOLUTION NO. 2023-249** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP REIMBURSEMENT GRANT

- 4. Request Approval of Offer for Easement and Right-of-Way across the Graybeal Property (AF-133-2023) (Ryan McReynolds)**

- 5. Consideration of a Resolution to Approve a Permit for a Carnival to Operate Temporarily at 4540 University Boulevard (AF-119-2023) (Ken Weems)**

**RESOLUTION NO. 2023-250** A RESOLUTION APPROVING A PERMIT TO OPERATE A CARNIVAL

- 6. Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service for Kingsport City Schools Nutrition Services Grocery and Beverage Items and Authorizing the Mayor to Sign All Applicable Documents (AF-125-2023) (David Frye)**

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**RESOLUTION NO. 2023-251** A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH GORDON FOOD SERVICE FOR KINGSPOINT CITY SCHOOLS NUTRITION SERVICES GROCERY AND BEVERAGE ITEMS AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECUATE THE PURPOSE OF THE AMENDMENT

- 7. Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Tyson Prepared Foods for School Nutrition Services Commodity Chicken Process Items and Authorizing the Mayor to Sign All Applicable Documents (AF-124-2023) (David Frye)**

**RESOLUTION NO. 2023-252** A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH TYSON PREPARED FOODS FOR SCHOOL NUTRITION SERVICES COMMODITY CHICKEN PROCESSED ITEMS AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

- 8. Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gold Creek Foods for School Nutrition Services Commodity Chicken Process Items and Authorizing the Mayor to Sign All Applicable Documents (AF-123-2023) (David Frye)**

**RESOLUTION NO. 2023-253** A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH GOLD CREEK FOODS FOR SCHOOL NUTRITION SERVICES COMMODITY CHICKEN PROCESSED ITEMS AND AUTHORIZING THE MAYOR TO SIGN EXECUTE AN AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

- 9. Consideration of a Resolution Awarding the Bid of School Nutrition Services Ice Cream Products to Ice Cream Warehouse and Authorizing the Mayor to Sign All Applicable Documents (AF-132-2023) (David Frye)**

**RESOLUTION NO. 2023-254** A RESOLUTION AWARDDING THE BID FOR SCHOOL NUTRITION ICE CREAM PRODUCTS TO ICE CREAM WAREHOUSE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**Tuesday, May 16, 2023 at 7:00 PM**

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

- 10. Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Prairie Farms Dairy for School Nutrition Services Dairy Products and Authorizing the Mayor to Sign All Applicable Documents (AF-127-2023) (David Frye)**

**RESOLUTION NO. 2023-255** A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH PRAIRIE FARMS DAIRY FOR SCHOOL NUTRITION SERVICES DAIRY PRODUCTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 11. Consideration of a Resolution Awarding a Contract for School Nutrition Services Pizza Program to Bull's Eye Brands, Inc., and Authorizing the Mayor to Sign All Applicable Documents (AF-131-2023) (David Frye)**

**RESOLUTION NO. 2023-256** A RESOLUTION AWARDDING THE BID FOR THE SCHOOL NUTRITION PIZZA PROGRAM TO BULL'S EYE BRANDS, 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

- 12. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Renewing Kingsport City Schools CASE Benchmark Assessment Program with Instructure, Inc., and All Other Necessary Documents (AF-135-2023) (David Frye)**

**RESOLUTION NO. 2023-257** A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH INSTRUCTURE INC. FOR KINGSFORT CITY SCHOOLS CASE BENCHMARK ASSESSMENT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 13. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Renewing Kingsport City Schools Canvas Software Platform with Instructure, Inc., and All Other Necessary Documents (AF-136-2023) (David Frye)**

**RESOLUTION NO. 2023-258** A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH INSTRUCTURE INC. FOR KINGSFORT CITY SCHOOLS CANVAS SOFTWARE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**Tuesday, May 16, 2023 at 7:00 PM**

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

**14. Consideration of a Resolution Approving a Release from Tennessee Farmers Mutual Insurance Company (AF-147-2023) (Bart Rowlett)**

**RESOLUTION NO. 2023-259** A RESOLUTION APPROVING A RELEASE AND SETTLEMENT OF ALL CLAIMS WITH TENNESSEE FARMER'S MUTUAL INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt commented on the items from the agenda recognizing city staff and stating his appreciation. He noted public works day was coming up on May 25 stating it was a great opportunity to learn about the city and put a face behind the services. He also thanked the board for their time over the last couple of weeks with the additional budget work sessions.

**2. Mayor and Board Members**

Alderman Duncan commented on the police memorial yesterday, stating his appreciation for the chief and the recognition of the fallen officers. He also mentioned the KKB awards and stated there was another cleanup scheduled this weekend downtown. Alderman Cooper listed several events coming up in downtown and new businesses opening up. She also mentioned the goats are moving from Allendale to the Renaissance Center and then to the Aquatic Center. Alderman Montgomery congratulated the high school seniors graduating this week and their families. Alderman Phillips stated this Saturday was Kids Day at Bays Mountain. He also mentioned the Aquatic ten year anniversary is approaching on the 25th. Mr. Phillips commented on the Warriors Path Marina opening up, pointing out it's the most visited state park. Lastly, he stated he was glad to hear of upcoming educational opportunities discussed at the budget work sessions. Alderman Olterman asked for support for the soccer team at the state tournament. He also encouraged citizens to bring their children out for Public Works Day. Vice-Mayor George stated her mom's 85th birthday was Thursday and asked everyone to wish her happy birthday. She also commented on the animal shelter and encouraged pet adoption for a graduation present and to donate money or supplies to Petworks. The Mayor remarked there has been a different challenge each year concerning the budget and this year was no different, but expressed his appreciation for staff. He also commented on the Kingsport app, noting the biggest complaint received is about litter. He encouraged citizens to participate in the cleanup this Saturday.

**3. Visitors None.**



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

**Tuesday, May 16, 2023 at 7:00 PM**

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

**XIV.ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:22 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



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

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than seven (7) days prior to the meeting where the Board will consider final passage of the budget.

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

SECTION 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, 2023, 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 total FY23-24 Budget of \$269,480,460, less inter-fund transfers of \$58,838,790, for a net Total Budget Revenue of \$210,641,670 are hereby appropriated.

The estimated expenditures for the Total FY23-24 Budget of \$269,480,460, less inter-fund transfers of \$58,838,790, for a net Total Budget Revenue of \$210,641,670 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2023 - June 30, 2024.

<b>GENERAL FUND - 110</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Local Taxes	\$51,505,219	\$53,627,635	\$50,868,400
Licenses And Permits	\$691,451	\$762,137	\$795,000
Intergovernmental	\$32,257,052	\$35,525,012	\$35,752,000
Charges For Services	\$2,305,646	\$2,127,822	\$2,029,100
Fines And Forfeitures	\$765,406	\$817,118	\$792,700
Other	\$2,797,980	\$1,260,658	\$424,800
<b>Other Financing Sources</b>			
Transfers In - from other funds	\$1,937,713	\$1,970,000	\$3,010,000
Transfers In - from other funds (PILOT)	\$1,491,000	\$1,491,000	\$1,491,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$93,751,467</b>	<b>\$97,581,382</b>	<b>\$95,163,000</b>
<b>Expenditures</b>			
Administration	\$10,108,049	\$11,252,601	\$12,423,500
Development Services	\$1,607,194	\$2,039,940	\$2,192,400
Police Department	\$11,853,367	\$14,327,782	\$15,343,600
Fire Department	\$11,199,313	\$11,423,072	\$12,201,200
Leisure Services (Parks & Recreation)	\$5,214,368	\$5,193,096	\$5,244,500
Public Works	\$11,249,895	\$14,277,203	\$15,063,700
Other Expenses (Miscellaneous Government Services)	\$677,551	\$1,495,591	\$1,117,200
Less Internal Fund Transfers	(\$8,815,623)	(\$10,183,281)	(\$10,338,565)
<b>Other Financing Uses</b>			
Transfers Out - To Debt Service Fund (Principal and Interest)	\$9,557,978	\$9,859,405	\$10,571,300
Transfers Out - To Internal Service Funds	\$8,815,623	\$10,183,281	\$10,338,565
Transfers Out - To Other Funds	\$28,212,837	\$27,712,692	\$21,005,600
<b>Total Appropriations</b>	<b>\$89,680,552</b>	<b>\$97,581,382</b>	<b>\$95,163,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$4,070,915</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$20,503,707</b>	<b>\$24,574,622</b>	<b>\$24,574,622</b>
<b>Ending Fund Balance June 30</b>	<b>\$24,574,622</b>	<b>\$24,574,622</b>	<b>\$24,574,622</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>27.4%</b>	<b>25.2%</b>	<b>25.8%</b>

<b>STATE STREET AID FUND - 121</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
State Gas and Motor Fuel Taxes	\$1,929,067	\$1,919,090	\$1,940,500
<b>Other Financing Sources</b>			
Transfers In - From General Fund	\$566,668	\$1,132,164	\$1,026,200
<b>Total Revenues and Other Financing Sources</b>	<b>\$2,495,735</b>	<b>\$3,051,254</b>	<b>\$2,966,700</b>
<b>Expenditures</b>			
Public Works Department	\$2,501,492	\$3,051,254	\$2,966,700
<b>Total Appropriations</b>	<b>\$2,501,492</b>	<b>\$3,051,254</b>	<b>\$2,966,700</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$5,757)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$17,300</b>	<b>\$11,543</b>	<b>\$11,543</b>
<b>Ending Fund Balance June 30</b>	<b>\$11,543</b>	<b>\$11,543</b>	<b>\$11,543</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>0.5%</b>	<b>0.4%</b>	<b>0.4%</b>

<b>CRIMINAL FORFEITURE FUND - 126</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Federal DOJ Code 015	\$1,730	\$0	\$0
Federal IRS Code CBP	\$0	\$6,000	\$6,000
Other	\$72	\$0	\$0
<b>Total Revenues and Other Financing Sources</b>	<b>\$1,802</b>	<b>\$6,000</b>	<b>\$6,000</b>
<b>Expenditures</b>			
Capital Outlay	\$200,000	\$6,000	\$6,000
<b>Total Appropriations</b>	<b>\$200,000</b>	<b>\$6,000</b>	<b>\$6,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$198,198)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$262,193</b>	<b>\$63,995</b>	<b>\$63,995</b>
<b>Ending Fund Balance June 30</b>	<b>\$63,995</b>	<b>\$63,995</b>	<b>\$63,995</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>0.0%</b>	<b>1066.6%</b>	<b>1066.6%</b>

<b>DRUG FUND - 127</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Fines And Forfeitures	\$244,850	\$157,100	\$157,100
<b>Total Revenues and Other Financing Sources</b>	<b>\$244,850</b>	<b>\$157,100</b>	<b>\$157,100</b>
<b>Expenditures</b>			
Drug Enforcement	\$151,580	\$157,100	\$157,100
<b>Total Appropriations</b>	<b>\$151,580</b>	<b>\$157,100</b>	<b>\$157,100</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$93,270</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$412,459</b>	<b>\$505,729</b>	<b>\$505,729</b>
<b>Ending Fund Balance June 30</b>	<b>\$505,729</b>	<b>\$505,729</b>	<b>\$505,729</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>333.6%</b>	<b>321.9%</b>	<b>321.9%</b>

<b>REGIONAL SALES TAX FUND - 130</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Conference Center	\$4,577,996	\$4,918,022	\$5,000,000
Other	\$124	\$300	\$0
<b>Total Revenues and Other Financing Sources</b>	<b>\$4,578,120</b>	<b>\$4,918,322</b>	<b>\$5,000,000</b>
<b>Expenditures</b>			
Transfers Out - To other funds	\$4,276,272	\$4,918,022	\$5,000,000
<b>Total Appropriations</b>	<b>\$4,276,272</b>	<b>\$4,918,022</b>	<b>\$5,000,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$301,848</b>	<b>\$300</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$582,940</b>	<b>\$884,788</b>	<b>\$885,088</b>
<b>Ending Fund Balance June 30</b>	<b>\$884,788</b>	<b>\$885,088</b>	<b>\$885,088</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>20.7%</b>	<b>18.0%</b>	<b>17.7%</b>

<b>VISITORS ENHANCEMENT FUND - 135</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Motel-Room Occupancy Tax	\$510,280	\$545,206	\$550,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$510,280</b>	<b>\$545,206</b>	<b>\$550,000</b>
<b>Expenditures</b>			
Tourism Operations	\$173,845	\$220,000	\$550,000
<b>Other Financing Uses</b>			
Transfers Out - To Other Funds	\$264,081	\$220,000	\$0
<b>Total Appropriations</b>	<b>\$437,926</b>	<b>\$440,000</b>	<b>\$550,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	\$72,354	\$105,206	\$0
<b>Beginning Fund Balance July 1</b>	\$64,942	\$137,296	\$242,502
<b>Ending Fund Balance June 30</b>	<b>\$137,296</b>	<b>\$242,502</b>	<b>\$242,502</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>31.4%</b>	<b>55.1%</b>	<b>44.1%</b>

<b>LIBRARY GOVERNING BOARD FUND - 137</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
County Government Contributions	\$15,000	\$15,000	\$15,000
Fines and Forfeitures	\$9,170	\$10,000	\$9,000
Charges for Service	\$8,805	\$8,400	\$7,900
Contributions and Donations	\$12,897	\$889	\$1,500
Other	\$127	\$0	\$0
<b>Other Financing Sources</b>			
Transfers In - From General Fund	\$1,328,900	\$1,375,000	\$1,375,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$1,374,899</b>	<b>\$1,409,289</b>	<b>\$1,408,400</b>
<b>Expenditures</b>			
Library Operations	\$1,379,230	\$1,409,729	\$1,408,400
Less Internal Fund Transfers	(\$117,824)	(\$121,640)	(\$125,830)
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$117,824	\$121,640	\$125,830
<b>Total Appropriations</b>	<b>\$1,379,230</b>	<b>\$1,409,729</b>	<b>\$1,408,400</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	(\$4,331)	(\$440)	\$0
<b>Beginning Fund Balance July 1</b>	\$70,046	\$65,715	\$65,275
<b>Ending Fund Balance June 30</b>	<b>\$65,715</b>	<b>\$65,275</b>	<b>\$65,275</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>4.8%</b>	<b>4.6%</b>	<b>4.6%</b>

<b>GENERAL PURPOSE SCHOOL FUND - 141</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Taxes	\$33,248,168	\$32,489,000	\$34,329,000
From State of TN	\$34,576,118	\$36,376,300	\$46,718,700
From Federal Government	\$314,118	\$50,000	\$0
Charges for Services	\$1,660,371	\$1,837,700	\$1,936,200
Direct Federal	\$64,937	\$63,500	\$65,000
Miscellaneous	\$1,250,641	\$790,000	\$1,710,000
<b>Other Financing Sources</b>			
Transfer from Fed. Proj. Fund	\$76,027	\$75,000	\$75,000
From General Fund-MOE	\$11,245,300	\$11,245,300	\$11,245,300
From General Fund-Debt	\$2,675,087	\$3,228,300	\$3,699,600
<b>Total Revenues and Other Financing Sources</b>	<b>\$85,110,767</b>	<b>\$86,155,100</b>	<b>\$99,778,800</b>
<b>Expenditures</b>			
Educational Services	\$73,631,079	\$77,707,200	\$87,274,900
Non-Instructional Services	\$1,065,655	\$1,417,700	\$1,590,800
Capital Outlay	\$585,086	\$563,500	\$2,647,000
Miscellaneous	(\$1,859,746)	\$185,400	\$252,500
<b>Other Financing Uses</b>			
Transfers Out - To Debt Service Fund	\$3,321,877	\$4,065,100	\$4,401,500
Transfers Out - To Internal Service Funds	\$1,977,900	\$2,216,200	\$2,572,100
Transfers Out - To Other Funds	\$1,597,620	\$0	\$1,040,000
<b>Total Appropriations</b>	<b>\$80,319,471</b>	<b>\$86,155,100</b>	<b>\$99,778,800</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$4,791,296</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$12,915,883</b>	<b>\$17,707,179</b>	<b>\$17,707,179</b>
<b>Ending Fund Balance June 30</b>	<b>\$17,707,179</b>	<b>\$17,707,179</b>	<b>\$17,707,179</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>22.0%</b>	<b>20.6%</b>	<b>17.7%</b>

<b>SCHOOL NUTRITION FUND - 147</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Meals	\$4,694,238	\$3,478,250	\$4,054,850
Investments	\$140	\$1,350	\$850
From State Of TN	\$39,805	\$400,000	\$39,000
Unrealized Commodity Value	\$168,726	\$270,000	\$190,000
Other Local Revenue	\$144,573	\$28,000	\$3,100
<b>Total Revenues and Other Financing Sources</b>	<b>\$5,047,482</b>	<b>\$4,177,600</b>	<b>\$4,287,800</b>
<b>Expenditures</b>			
Wages/Benefits	\$1,563,462	\$1,916,500	\$1,756,300
Commodities	\$2,119,143	\$1,756,100	\$1,778,200
Fixed Charges	\$8,670	\$15,800	\$16,300
Capital Outlay	\$7,255	\$122,000	\$730,000
<b>Other Financing Uses</b>			
Transfers Out - To Other funds	\$0	\$7,200	\$7,000
<b>Total Appropriations</b>	<b>\$3,698,530</b>	<b>\$3,817,600</b>	<b>\$4,287,800</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$1,348,952</b>	<b>\$360,000</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$2,242,309</b>	<b>\$3,591,261</b>	<b>\$3,951,261</b>

<b>Ending Fund Balance June 30</b>	<b>\$3,591,261</b>	<b>\$3,951,261</b>	<b>\$3,951,261</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>97.1%</b>	<b>103.5%</b>	<b>92.2%</b>

<b>DEBT SERVICE FUND - 211</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Interest on Investments	\$43,094	\$118,400	\$275,000
<b>Other Financing Sources</b>			
Transfers In - from other funds	\$12,879,855	\$13,783,100	\$14,972,800
<b>Total Revenues and Other Financing Sources</b>	<b>\$12,922,949</b>	<b>\$13,901,500</b>	<b>\$15,247,800</b>
<b>Expenditures</b>			
Redemption of Bonds (Principal)	\$8,987,152	\$10,003,010	\$10,517,400
Interest on Bonds/Notes	\$3,897,074	\$3,780,090	\$4,455,400
Other Expenses	\$10,650	\$38,400	\$125,000
Bank Service Charges	\$6,383	\$80,000	\$150,000
<b>Total Appropriations</b>	<b>\$12,901,259</b>	<b>\$13,901,500</b>	<b>\$15,247,800</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$21,690</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$253,266</b>	<b>\$274,956</b>	<b>\$274,956</b>
<b>Ending Fund Balance June 30</b>	<b>\$274,956</b>	<b>\$274,956</b>	<b>\$274,956</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>2.1%</b>	<b>2.0%</b>	<b>1.8%</b>

<b>SOLID WASTE FUND - 415</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Refuse Collection Charges	\$2,576,502	\$2,547,500	\$2,758,000
Tipping Fees	\$614,381	\$561,170	\$677,200
Backdoor Collection	\$21,862	\$20,975	\$29,200
Tire Disposal	\$14,344	\$13,309	\$15,000
Miscellaneous	\$625,519	\$488,085	\$354,400
<b>Other Financing Sources</b>		\$0	
Transfers In - From the General Fund	\$2,600,000	\$2,350,000	\$2,300,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$6,452,608</b>	<b>\$5,981,039</b>	<b>\$6,133,800</b>
<b>Expenditures</b>			
Trash Collection	\$1,027,385	\$1,205,725	\$1,152,200
Household Refuse Collection	\$3,036,327	\$3,115,986	\$3,652,700
Demolition Landfill	\$2,738,795	\$1,172,968	\$1,042,900
Miscellaneous	\$57,445	\$257,560	\$57,200
Debt Service (Principal & Interest)	\$0	\$228,800	\$228,800
Depreciation	\$73,116	\$0	\$0
Less Internal Fund Transfers	(\$2,329,087)	(\$2,768,040)	(\$2,567,910)
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$2,329,087	\$2,768,040	\$2,567,910
<b>Total Appropriations</b>	<b>\$6,933,068</b>	<b>\$5,981,039</b>	<b>\$6,133,800</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$480,460)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$2,093,405</b>	<b>\$1,612,945</b>	<b>\$1,612,945</b>
<b>Ending Fund Balance June 30</b>	<b>\$1,612,945</b>	<b>\$1,612,945</b>	<b>\$1,612,945</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>23.3%</b>	<b>27.0%</b>	<b>26.3%</b>



<b>STORMWATER FUND - 417</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Stormwater Fees	\$1,853,793	\$1,893,900	\$1,863,900
Miscellaneous	\$0	\$0	\$0
Earnings on Investments	\$234	\$1,000	\$9,500
<b>Total Revenues and Other Financing Sources</b>	<b>\$1,854,027</b>	<b>\$1,894,900</b>	<b>\$1,873,400</b>
<b>Expenditures</b>			
Operating Expenses	\$1,194,373	\$1,628,100	\$1,573,300
Debt Service (Principal & Interest)	\$25,289	\$131,800	\$132,000
Depreciation	\$170,629	\$0	\$0
Less Internal Fund Transfers	(\$306,735)	(\$317,090)	(\$320,510)
<b>Other Financing Uses</b>			
Transfers Out - To Other Funds	\$110,172	\$135,000	\$168,100
Transfers Out - To Internal Service Funds	\$306,735	\$317,090	\$320,510
<b>Total Appropriations</b>	<b>\$1,500,463</b>	<b>\$1,894,900</b>	<b>\$1,873,400</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$353,564</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$3,715,403</b>	<b>\$4,068,967</b>	<b>\$4,068,967</b>
<b>Ending Fund Balance June 30</b>	<b>\$4,068,967</b>	<b>\$4,068,967</b>	<b>\$4,068,967</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>271.2%</b>	<b>214.7%</b>	<b>217.2%</b>

<b>AQUATIC CENTER FUND - 419</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Donations	\$56,458	\$56,000	\$20,000
Sales/Fees	\$1,651,743	\$1,588,060	\$1,410,000
<b>Other Financing Sources</b>			
Transfers In - From Regional Sales Tax Fund	\$2,063,030	\$2,200,000	\$2,500,000
Transfers In - From Visitors Enhancement Fund	\$264,081	\$200,000	\$0
<b>Total Revenues and Other Financing Sources</b>	<b>\$4,035,312</b>	<b>\$4,044,060</b>	<b>\$3,930,000</b>
<b>Expenditures</b>			
Operating Expenses	\$2,092,800	\$2,370,360	\$2,213,500
Debt Service (Principal & Interest)	\$407,949	\$1,627,400	\$1,631,500
Depreciation	\$666,055	\$0	\$0
Less Internal Fund Transfers	(\$105,429)	(\$100,390)	(\$91,540)
<b>Other Financing Uses</b>			
Transfers Out - To Other Funds	\$45,264	\$46,300	\$85,000
Transfers Out - To Internal Service Funds	\$105,429	\$100,390	\$91,540
<b>Total Appropriations</b>	<b>\$3,212,068</b>	<b>\$4,044,060</b>	<b>\$3,930,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$823,244</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$1,503,870</b>	<b>\$2,327,114</b>	<b>\$2,327,114</b>
<b>Ending Fund Balance June 30</b>	<b>\$2,327,114</b>	<b>\$2,327,114</b>	<b>\$2,327,114</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>72.4%</b>	<b>57.5%</b>	<b>59.2%</b>

<b>MEADOWVIEW CONFERENCE CENTER FUND - 420</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
FF&E Fees/Room Surcharge	\$233,076	\$320,000	\$322,500
Earnings on Investments	\$2,066	\$0	\$39,900
<b>Other Financing Sources</b>			
From General Fund	\$0	\$0	\$0
Transfers In - From Regional Sales Tax	\$2,096,695	\$2,468,022	\$2,250,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$2,331,837</b>	<b>\$2,788,022</b>	<b>\$2,612,400</b>
<b>Expenditures</b>			
Operating Expenses	\$839,571	\$1,300,222	\$1,121,100
Debt Service (Principal & Interest)	\$351,788	\$1,487,800	\$1,491,300
Depreciation	\$1,485,087	\$0	\$0
<b>Other Financing Uses</b>			
Transfers Out - To Other Funds	\$0	\$0	\$0
<b>Total Appropriations</b>	<b>\$2,676,446</b>	<b>\$2,788,022</b>	<b>\$2,612,400</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$344,609)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$17,558,224</b>	<b>\$17,213,615</b>	<b>\$17,213,615</b>
<b>Ending Fund Balance June 30</b>	<b>\$17,213,615</b>	<b>\$17,213,615</b>	<b>\$17,213,615</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>643.2%</b>	<b>617.4%</b>	<b>658.9%</b>

<b>CATTAILS GOLF COURSE FUND - 421</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Sales and Fees	\$1,100,453	\$1,141,805	\$1,136,700
Earnings on Investments	\$544	\$8,495	\$10,200
<b>Other Financing Sources</b>			
Issuance of Debt / Debt Proceeds	\$0	\$0	\$0
Transfers In - from Regional Sales Tax	\$116,547	\$150,000	\$250,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$1,217,544</b>	<b>\$1,300,300</b>	<b>\$1,396,900</b>
<b>Expenditures</b>			
Operating Expenses	\$1,192,491	\$1,255,700	\$1,342,200
Debt Service (Principal & Interest)	\$13,646	\$44,600	\$54,700
Depreciation	\$232,115	\$0	\$0
<b>Total Appropriations</b>	<b>\$1,438,252</b>	<b>\$1,300,300</b>	<b>\$1,396,900</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$220,708)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$2,933,631</b>	<b>\$2,712,923</b>	<b>\$2,712,923</b>
<b>Ending Fund Balance June 30</b>	<b>\$2,712,923</b>	<b>\$2,712,923</b>	<b>\$2,712,923</b>
<b>Ending Fund Balance as a % of Total Appropriations</b>	<b>188.6%</b>	<b>208.6%</b>	<b>194.2%</b>

<b>FLEET MAINTENANCE FUND - 511</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Investments	\$12,264	\$0	\$0
Miscellaneous	\$1,261,282	\$666,466	\$337,195
From Fund Balance	\$0	\$4,804,604	\$3,076,900
<b>Other Financing Sources</b>			
From Other Funds - Fleet Charges	\$8,197,193	\$9,383,434	\$9,712,705
<b>Total Revenues and Other Financing Sources</b>	<b>\$9,470,739</b>	<b>\$14,854,504</b>	<b>\$13,126,800</b>
<b>Expenditures</b>			
Operations	\$8,444,898	\$14,854,504	\$13,126,800
Less Internal Transfers	(\$214,501)	(\$295,684)	(\$277,345)
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$214,501	\$295,684	\$277,345
<b>Total Appropriations</b>	<b>\$8,444,898</b>	<b>\$14,854,504</b>	<b>\$13,126,800</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	\$1,025,841	\$0	\$0
<b>Beginning Fund Balance July 1</b>	\$15,328,403	\$16,354,244	\$16,354,244
<b>Ending Fund Balance June 30</b>	<b>\$16,354,244</b>	<b>\$16,354,244</b>	<b>\$16,354,244</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>193.7%</b>	<b>110.1%</b>	<b>124.6%</b>

<b>RISK MANAGEMENT FUND - 615</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Charges for Sevices	\$0	\$2,250	\$0
Investments	\$5,617	\$94,458	\$121,800
<b>Other Financing Sources</b>			
From Other Funds - Risk Charges	\$2,170,886	\$2,325,342	\$2,629,300
<b>Total Revenues and Other Financing Sources</b>	<b>\$2,176,503</b>	<b>\$2,422,050</b>	<b>\$2,751,100</b>
<b>Expenditures</b>			
Administration	\$1,166,058	\$1,384,816	\$1,497,150
Insurance Claims	\$1,163,682	\$1,037,234	\$1,253,950
Less Internal Fund Transfers	(\$224,456)	(\$213,800)	(\$255,850)
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$224,456	\$213,800	\$255,850
<b>Total Appropriations</b>	<b>\$2,329,740</b>	<b>\$2,422,050</b>	<b>\$2,751,100</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	(\$153,237)	\$0	\$0
<b>Beginning Fund Balance July 1</b>	\$3,696,794	\$3,543,557	\$3,543,557
<b>Ending Fund Balance June 30</b>	<b>\$3,543,557</b>	<b>\$3,543,557</b>	<b>\$3,543,557</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>152.1%</b>	<b>146.3%</b>	<b>128.8%</b>

<b>HEALTH INSURANCE FUND - 625</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Employee Contribution	\$2,247,291	\$2,328,800	\$2,237,540
Earnings on Investments	\$1,432	\$7,000	\$62,000
Other Revenue	\$1,431,005	\$842,097	\$1,405,000
<b>Other Financing Sources</b>			
Transfers In - City Contributions	\$6,230,695	\$7,586,600	\$7,236,560
<b>Total Revenues and Other Financing Sources</b>	<b>\$9,910,423</b>	<b>\$10,764,497</b>	<b>\$10,941,100</b>
<b>Expenditures</b>			
Administration	\$1,303,523	\$1,426,700	\$1,536,500
Insurance Claims	\$7,920,624	\$8,129,000	\$8,200,000
Clinic Operations	\$1,131,264	\$1,208,797	\$1,204,600
Less Internal Fund Transfers	(\$11,199)	(\$8,340)	(\$10,640)
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$11,199	\$8,340	\$10,640
<b>Total Appropriations</b>	<b>\$10,355,411</b>	<b>\$10,764,497</b>	<b>\$10,941,100</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$444,988)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$3,697,830</b>	<b>\$3,252,842</b>	<b>\$3,252,842</b>
<b>Ending Fund Balance June 30</b>	<b>\$3,252,842</b>	<b>\$3,252,842</b>	<b>\$3,252,842</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>31.4%</b>	<b>30.2%</b>	<b>29.7%</b>

<b>RETIREES HEALTH INSURANCE FUND - 626</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Employee Contributions	\$430,224	\$270,000	\$546,100
Other Revenue	\$60,590	\$446,278	\$164,700
Earnings on Investments	\$1,222	\$4,000	\$39,400
<b>Other Financing Sources</b>			
Transfers In - City Contributions	\$750,000	\$750,000	\$750,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$1,242,036</b>	<b>\$1,470,278</b>	<b>\$1,500,200</b>
<b>Expenditures</b>			
Administration	\$144,814	\$274,000	\$339,000
Insurance Claims	\$1,217,541	\$1,196,278	\$1,161,200
<b>Total Appropriations</b>	<b>\$1,362,355</b>	<b>\$1,470,278</b>	<b>\$1,500,200</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>(\$120,319)</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$2,826,541</b>	<b>\$2,706,222</b>	<b>\$2,706,222</b>
<b>Ending Fund Balance June 30</b>	<b>\$2,706,222</b>	<b>\$2,706,222</b>	<b>\$2,706,222</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>198.6%</b>	<b>184.1%</b>	<b>180.4%</b>

<b>PUBLIC LIBRARY COMMISSION FUND - 611</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Investments	\$9	\$126	\$10
<b>Total Revenues and Other Financing Sources</b>	<b>\$9</b>	<b>\$126</b>	<b>\$10</b>
<b>Expenditures</b>			
Supplies & Materials	\$0	\$0	\$10
<b>Total Appropriations</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	\$9	\$126	\$0
<b>Beginning Fund Balance July 1</b>	\$5,076	\$5,085	\$5,211
<b>Ending Fund Balance June 30</b>	<b>\$5,085</b>	<b>\$5,211</b>	<b>\$5,211</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>0.0%</b>	<b>0.0%</b>	<b>52110.0%</b>

<b>BAYS MOUNTAIN COMMISSION FUND - 612</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Receipts	\$120,565	\$256,200	\$285,000
Investments	\$6,849	\$1,000	\$5,000
From Non-Profit Groups	\$785,212	\$250,000	\$0
Fund Balance Appropriation	\$0	\$0	\$0
<b>Total Revenues and Other Financing Sources</b>	<b>\$912,626</b>	<b>\$507,200</b>	<b>\$290,000</b>
<b>Expenditures</b>			
Maintenance	\$844,024	\$496,700	\$248,700
Capital Outlay	\$0	\$10,500	\$41,300
<b>Other Financing Uses</b>			
Transfers Out - To General Project Fund	\$0	\$0	\$0
<b>Total Appropriations</b>	<b>\$844,024</b>	<b>\$507,200</b>	<b>\$290,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	\$68,602	\$0	\$0
<b>Beginning Fund Balance July 1</b>	\$178,225	\$246,827	\$175,767
<b>Ending Fund Balance June 30</b>	<b>\$246,827</b>	<b>\$246,827</b>	<b>\$175,767</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>29.2%</b>	<b>48.7%</b>	<b>60.6%</b>

<b>SENIOR CITIZENS ADVISORY BOARD FUND - 616</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Charges for Services	\$243,734	\$283,200	\$283,200
Investment Earnings	\$476	\$400	\$400
Contributions & Donations	\$62,072	\$55,400	\$55,400
<b>Total Revenues and Other Financing Sources</b>	<b>\$306,282</b>	<b>\$339,000</b>	<b>\$339,000</b>
<b>Expenditures</b>			
Contractual	\$296,031	\$339,000	\$339,000
<b>Total Appropriations</b>	<b>\$296,031</b>	<b>\$339,000</b>	<b>\$339,000</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	\$10,251	\$0	\$0

<b>Beginning Fund Balance July 1</b>	\$246,530	\$256,781	\$256,781
<b>Ending Fund Balance June 30</b>	<b>\$256,781</b>	<b>\$256,781</b>	<b>\$256,781</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>86.7%</b>	<b>75.7%</b>	<b>75.7%</b>

<b>PALMER CENTER TRUST FUND - 617</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Investments	\$145	\$2,013	\$100
<b>Total Revenues and Other Financing Sources</b>	<b>\$145</b>	<b>\$2,013</b>	<b>\$100</b>
<b>Expenditures</b>			
Donations & Grants	\$0	\$0	\$100
<b>Total Appropriations</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	\$145	\$2,013	\$0
<b>Beginning Fund Balance July 1</b>	\$69,957	\$70,102	\$72,115
<b>Ending Fund Balance June 30</b>	<b>\$70,102</b>	<b>\$72,115</b>	<b>\$72,115</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>0.0%</b>	<b>0.0%</b>	<b>72115.0%</b>

<b>ALLANDALE TRUST FUND - 620</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Investments	\$4,337	\$5,190	\$4,500
Fund Balance Appropriation	\$0	\$15,000	\$13,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$4,337</b>	<b>\$20,190</b>	<b>\$17,500</b>
<b>Expenditures</b>			
Operations	\$0	\$0	\$10,500
Capital Outlay	\$0	\$0	\$7,000
<b>Total Appropriations</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,500</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	\$4,337	\$5,190	\$0
<b>Beginning Fund Balance July 1</b>	\$216,522	\$220,859	\$226,049
<b>Ending Fund Balance June 30</b>	<b>\$220,859</b>	<b>\$226,049</b>	<b>\$200,599</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>NA</b>	<b>NA</b>	<b>1146.3%</b>

<b>STEADMAN CEMETERY TRUST FUND - 621</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Revenues</b>			
Investments	\$13	\$152	\$50
Fund Balance Appropriation	\$0	\$0	\$2,500
<b>Total Revenues and Other Financing Sources</b>	<b>\$13</b>	<b>\$152</b>	<b>\$2,550</b>
<b>Expenditures</b>			
Operations	\$660	\$240	\$2,550
<b>Total Appropriations</b>	<b>\$660</b>	<b>\$240</b>	<b>\$2,550</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	(\$647)	(\$88)	\$0
<b>Beginning Fund Balance July 1</b>	\$6,787	\$6,140	\$6,052
<b>Ending Fund Balance June 30</b>	<b>\$6,140</b>	<b>\$6,052</b>	<b>\$6,052</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>930.3%</b>	<b>2521.7%</b>	<b>237.3%</b>

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

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

Section IV. At the end of the fiscal year 2023, the governing body estimates fund balances or deficits as follows:

<b>Fund Name - Fund #</b>	<b>Estimated Fund Balance/ Net Position at June 30, 2023</b>
General Fund - 110	\$24,574,622
State Street Aid Fund - 121	\$11,543
Criminal Forfeiture Fund - 126	\$63,995
Drug Fund - 127	\$505,729
Regional Sales Tax Fund - 130	\$885,088
Visitors Enhancement Fund - 135	\$242,502
Library Governing Board Fund - 137	\$65,275
General Purpose School Fund - 141	\$17,707,179
School Nutrition Fund - 147	\$3,951,261
Debt Service Fund - 211	\$274,956
Solid Waste Fund - 415	\$1,612,945
Stormwater Fund - 417	\$4,068,967
Aquatic Center Fund - 419	\$2,327,114
Meadowview Conference Center Fund - 420	\$17,213,615
Cattails Golf Course Fund - 421	\$2,712,923
Fleet Maintenance Fund - 511	\$16,354,244
Risk Management Fund - 615	\$3,543,557
Health Insurance Fund - 625	\$3,252,842
Retiree's Health Insurance Fund - 626	\$2,706,222
Library Commission Fund - 611	\$5,211
Bays Mountain Commission Fund - 612	\$246,827
Senior Center Advisory Board Fund - 616	\$256,781
Palmer Center Trust Fund - 617	\$72,115

Allendale Fund - 620  
 Steadman Cemetery Trust Fund - 621

\$226,049  
 \$6,052

Section V. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2023	FY 2024 Principal Payment	FY 2024 Interest Payment
<b>Bonds -Payable Through General Fund</b>				
General Obligation Refunding Series 2013	\$12,177,052	\$3,714,446	\$890,280	\$103,334
General Obligation Refunding Series 2013B	\$13,406,846	\$8,394,508	\$672,535	\$351,457
General Obligation Refunding Series 2014A	\$13,233,893	\$9,527,894	\$623,320	\$348,572
General Obligation Refunding Series 2015 (Feb)	\$17,695,000	\$11,475,000	\$2,390,000	\$418,800
General Obligation Refunding Series 2015A	\$15,105,000	\$3,938,024	\$250,626	\$119,900
General Obligation Refunding Series 2016A	\$16,580,000	\$4,467,446	\$679,102	\$147,354
General Obligation Refunding Series 2016B	\$13,360,000	\$3,059,618	\$416,484	\$99,956
General Obligation Refunding Series 2016 (Nov)	\$7,821,325	\$5,882,033	\$372,095	\$200,601
General Obligation Refunding Series 2017A	\$14,885,000	\$11,743,331	\$682,349	\$349,074
General Obligation Refunding Series 2018A	\$7,040,000	\$5,820,000	\$345,000	\$205,700
General Obligation Series 2019 Refunding (09 BABS)	\$14,100,000	\$5,478,196	\$701,126	\$273,910
General Obligation Series 2019 (Nov)	\$18,615,000	\$7,935,246	\$421,044	\$282,446
General Obligation Series 2020 Refunding 11 & 12C	\$14,925,000	\$8,302,581	\$855,361	\$148,359
General Obligation Series 2021 Series 2021	\$17,760,000	\$8,904,386	\$321,346	\$285,444
<b>Bonds -Payable Through Aquatic Center Fund</b>				
General Obligation Public Improvement Series 2012A	\$3,110,000	\$1,755,000	\$175,000	\$53,794
General Obligation Refunding Series 2013A (Lazy River)	\$1,310,000	\$830,000	\$65,000	\$31,413
General Obligation Refunding Series 2016B	\$9,029,862	\$6,380,382	\$868,516	\$208,444
General Obligation Refunding Series 2017A	\$164,712	\$131,669	\$7,651	\$3,914
General Obligation Refunding Series 2018C	\$2,360,000	\$1,965,000	\$105,000	\$62,319
General Obligation Series 2019 Refunding (09 BABS)	\$295,809	\$219,654	\$28,112	\$10,983
General Obligation Series 2020 Refunding 11 & 12C	\$103,584	\$92,966	\$9,578	\$1,661
<b>Bonds -Payable Through Meadowview Fund</b>				
General Obligation Refunding Series 2016A	\$9,221,015	\$5,945,274	\$903,749	\$196,100
General Obligation Refunding Series 2016 (Nov)	\$3,266,427	\$2,456,518	\$155,398	\$83,777
General Obligation Series 2019 Refunding (09 BABS)	\$542,374	\$402,741	\$51,545	\$20,137
General Obligation Series 2019 (Nov)	\$324,543	\$289,151	\$15,342	\$10,292
General Obligation Series 2021 Series 2021	\$830,000	\$802,894	\$28,975	\$25,738
<b>Bonds -Payable Through Cattails Golf Course Fund</b>				
General Obligation Series 2019 (Nov)	\$231,817	\$206,536	\$10,929	\$7,351
General Obligation Series 2020 Refunding 11 & 12C	\$334,626	\$300,322	\$30,940	\$5,366
<b>Bonds -Payable Through Solid Waste Fund</b>				
General Obligation Refunding Series 2013	\$132,948	\$40,554	\$9,720	\$1,128



General Obligation Refunding Series 2013B	\$289,856	\$181,489	\$14,540	\$7,599
General Obligation Refunding Series 2014A	\$2,371,107	\$1,707,107	\$111,680	\$62,453
General Obligation Series 2019 Refunding (09 BABS)	\$161,953	\$120,258	\$15,391	\$6,013
<b>Bonds -Payable Through Storm Water Fund</b>				
General Obligation Refunding Series 2016A	\$430,058	\$277,280	\$42,150	\$9,146
General Obligation Series 2019 Refunding (09 BABS)	\$323,907	\$240,518	\$30,782	\$12,026
General Obligation Series 2020 Refunding 11 & 12C	\$255,992	\$229,749	\$23,670	\$4,105
<b>Notes</b>				
<b>HUD 108-Paid Through CDBG Project Fund</b>	\$856,000	\$340,000	\$43,000	\$13,518
<b>School EESI Series 2010-Paid Through General Purpose School Fund</b>	\$5,045,078	\$583,162	\$436,801	\$2,951
<b>School EESI Series 2021- Paid Through General Purpose School Fund</b>	\$2,866,134	\$2,808,701	\$172,776	\$13,572
<b>Notes - Payable Through General Fund</b>				
09 QSCB	\$1,240,000	\$240,586	\$77,374	\$18,786
2020 Capital Outlay Notes	\$2,000,000	\$1,666,666	\$166,667	\$31,508
<b>Capital Leases</b>				
<b>No Capital Leases</b>				

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

<b>Proposed Future Capital Projects</b>	<b>Proposed Capital Projects - Total Expense</b>	<b>Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves</b>	<b>Proposed Capital Projects Expense Financed by Debt Proceeds</b>
Public Works – Aesthetic Improvements	\$270,000	\$270,000	\$0
Public Works - Sidewalk Improvements	\$260,000	\$260,000	\$0
Public Works – Contracted Landscaping	\$225,000	\$225,000	\$0

<b>Pending Future Capital Projects</b>	<b>Pending Capital Projects - Total Expense</b>	<b>Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves</b>	<b>Pending Capital Projects Expense Financed by Debt Proceeds</b>
Schools – DB Dome	\$21,000,000	\$0	\$21,000,000

Police – Justice Center Renovations	\$13,400,000	\$0	\$13,400,000
Library – Library Renovations	\$4,400,000	\$0	\$4,400,000
Public Works – Roads/Infrastructure	\$2,600,000	\$0	\$2,600,000

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

Section VIII. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

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

Section X. That the Tennessee Consolidated Retirement System Rate will be approved at 27.97% for current employees only and the employees under the bridge will be 31.47%. 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 2023.

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 (FY24-28) is hereby approved.

Section XVI. This ordinance shall take effect July 1, 2023, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2023-2024 Water Budget**

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

Action Form No.: AF-167-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 20, 2023  
Staff Work By: John Morris  
Presentation By: Chris McCartt

**Recommendation:**

Conduct a Public Hearing and Approve the Ordinance

**Executive Summary:**

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 8, 2023 budget work session. As required by charter, it was published in the Times News on May 30, 2023.

The Water Fund budget for FY 2022-2023 is \$17,051,800.

**Attachments:**

- 1. Ordinance

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

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

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than seven (7) days prior to the meeting where the Board will consider final passage of the budget.

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2023 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 2023-2024 Water Fund Budget are \$17,051,800, less inter-fund transfers of \$3,385,030, establishing a net Water Budget of \$13,666,770. These revenues are hereby appropriated.

The estimated expenditures for the FY 2023-2024 Water Fund Budget are \$17,051,800 less inter-fund transfers \$3,385,030, establishing a net Water Budget of \$13,666,770. These expenditures are hereby appropriated.

Estimated Water Fund Revenues and Appropriations for the Fiscal Period July 1, 2023- June 30, 2024.

<b>WATER FUND - 411</b>	<b>Actual FY2022</b>	<b>Estimated FY 2023</b>	<b>Budget FY 2024</b>
<b>Operating Revenues</b>			
Charges and Fees	\$14,373,878	\$15,450,020	\$15,650,600
Other	\$177,774		
<b>Total Operating Revenues</b>	<b>\$14,551,652</b>	<b>\$15,450,020</b>	<b>\$15,650,600</b>
<b>Non-Operating Revenues (Expenses)</b>			
Revenue: Investment Income	\$16,353	\$186,150	\$280,900
Other	\$71,643	\$740,300	\$740,300
<b>Other Financing Sources</b>			
Transfers In - From Other Funds	\$183,573	\$320,000	\$380,000
<b>Total Revenues and Other Financing Sources</b>	<b>\$14,823,221</b>	<b>\$16,696,470</b>	<b>\$17,051,800</b>
<b>Operating Expenses</b>			
Water Department	\$7,053,009	\$8,183,250	\$8,656,070
Other	\$15,701	\$70,000	\$136,750
Depreciation	\$3,557,581	\$0	\$166,050
<b>Total Operating Expenses</b>	<b>\$10,626,291</b>	<b>\$8,253,250</b>	<b>\$8,958,870</b>
<b>Capital Expenses</b>			
Debt Service (Principal & Interest)	\$974,475	\$3,987,600	\$3,411,400
To Capital Projects	\$0	\$1,243,500	\$1,296,500
<b>Total Expenses</b>	<b>\$11,600,766</b>	<b>\$13,484,350</b>	<b>\$13,666,770</b>
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$1,281,580	\$1,449,120	\$1,622,030
Less Internal Service Funds	(1,281,580)	\$0	\$0
Transfers Out - To General Fund (PILOT)	\$653,000	\$653,000	\$653,000
Transfers Out - To General Fund (Admin)	\$1,006,252	\$1,110,000	\$1,110,000
<b>Total Appropriations</b>	<b>\$13,260,018</b>	<b>\$16,696,470</b>	<b>\$17,051,800</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	\$1,563,203	0	\$0
<b>Beginning Fund Balance July 1</b>	\$68,736,974	\$70,300,177	\$70,300,177
<b>Ending Fund Balance June 30</b>	<b>\$70,300,177</b>	<b>\$70,300,177</b>	<b>\$70,300,177</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>376.2%</b>	<b>235.4%</b>	<b>345.0%</b>

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

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

Section IV. At the end of the fiscal year 2023, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2023
Water Fund - 411	\$70,300,177

Section V. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2023	FY 2024 Principal Payment	FY 2024 Interest Payment
<b>Bonds -Payable Through Water Fund</b>				
Tennessee Municipal Bond Fund (TMBF) - 2008	\$9,698,196	\$2,128,196	\$735,000	\$106,409
General Obligation Refunding Series 2013	\$3,025,000	\$40,000	\$10,000	\$1,113
General Obligation Refunding Series 2013B	\$4,262,308	\$2,668,784	\$213,813	\$111,735
General Obligation Refunding Series 2014B	\$2,717,899	\$1,868,921	\$131,511	\$53,437
General Obligation Refunding Series 2015A	\$2,226,420	\$1,088,521	\$69,276	\$33,142
General Obligation Refunding Series 2016 (Nov)	\$3,294,425	\$2,477,574	\$156,730	\$84,495
General Obligation Refunding Series 2017B	\$1,167,095	\$929,526	\$53,946	\$27,628
General Obligation Refunding Series 2018B	\$3,966,023	\$3,364,541	\$172,926	\$117,599
General Obligation Series 2019 Refunding (09 BABS)	\$2,159,378	\$1,603,453	\$205,217	\$80,173
General Obligation Series 2019 (Nov)	\$5,730,508	\$5,105,585	\$270,902	\$181,728
General Obligation Series 2020 Refunding 11 & 12C	\$2,337,395	\$2,097,782	\$216,121	\$37,485
General Obligation Series 2021 Series 2021	\$1,380,000	\$1,334,932	\$48,176	\$42,793
<b>Loan - Payable Through Water Fund</b>				
DWF 2014-140	\$13,235,098	\$10,091,893	\$631,980	\$174,504
<b>No Notes</b>				
<b>No Capital Leases</b>				

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

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Water – Distribution System	\$2,000,000	\$0	\$2,000,000
Water – Fieldcrest Annexation	\$1,200,000	\$0	\$1,200,000
Water – Horse Creek Area	\$500,000	\$0	\$500,000
Water – Memorial Blvd Water Relocation	\$3,300,000	\$0	\$3,300,000
Water – Watauga Street Water Improvements	\$1,000,000	\$0	\$1,000,000
Water – Tank Rehabilitation	\$1,000,000	\$0	\$1,000,000
Water – WTP & Distribution System Mater Plan	\$500,000	\$0	\$500,000
Water – ARPA Matching Funds (20%)	\$400,000	\$0	\$400,000

<b>Proposed Future Capital Projects</b>	<b>Proposed Capital Projects - Total Expense</b>	<b>Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves</b>	<b>Proposed Capital Projects Expense Financed by Debt Proceeds</b>
Water - Line Improvements	\$850,000	\$850,000	\$0
Water - Pump Station Improvements	\$159,000	\$159,000	\$0
Water - Facility Improvements	\$100,000	\$100,000	\$0

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

Section VIII. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

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

Section X. That the Legacy Tennessee Consolidated Retirement System Rate will be approved at 27.97% for current employees only and the employees under the bridge will be 31.47%. 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 changes in water usage rates are published in the Fee Resolution for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2023.

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 (FY24-28) 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, 2023, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Conduct a Public Hearing and Consideration of an Ordinance to Adopt the FY 2023-2024 Sewer Budget**

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

Action Form No.: AF-168-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 20, 2023  
Staff Work By: John Morris  
Presentation By: Chris McCartt

**Recommendation:**

Conduct the Public Hearing and Approve the Ordinance.

**Executive Summary:**

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 8, 2023 budget work session. As required by charter, it was published in the Times News on May 30, 2023.

The Sewer Fund budget for FY 2022-2023 is \$18,780,600.

**Attachments:**

- 1. Ordinance

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

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

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than seven (7) days prior to the meeting where the Board will consider final passage of the budget.

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2023 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 2023-2024 Sewer Fund Budget are \$17,780,600, less inter-fund transfers of \$3,113,180, establishing a net Sewer Budget of \$15,667,420. These revenues are hereby appropriated.

The estimated expenditures for the FY 2023-2024 Sewer Fund Budget are \$17,780,600, less inter-fund transfers of \$3,113,180, establishing a net Sewer Budget of \$15,667,420. These expenditures are hereby appropriated.

Estimated Sewer Fund Revenues and Appropriations for the Fiscal Period July 1, 2023- June 30, 2024:

SEWER FUND - 412	Actual FY2022	Estimated FY 2023	Budget FY 2024
<b>Operating Revenues</b>			
Sewer Charges	\$14,627,440	\$17,300,200	\$17,900,800
Tap Fees	\$511,349	\$490,300	\$500,000
Miscellaneous Other Fees	\$244,516	\$230,480	\$145,300
Fund Balance Appropriation (One-Time Capital)	\$0	\$0	\$0
<b>Total Operating Revenues</b>	<b>\$15,383,305</b>	<b>\$18,020,980</b>	<b>\$18,546,100</b>
<b>Non-Operating Revenues (Expenses)</b>			
Revenue: Investment Income	\$22,463	\$198,793	\$234,500
Grants - Operating	\$0	\$0	\$0
Other Income	\$175,890	\$0	\$0
<b>Total Revenues and Other Financing Sources</b>	<b>\$15,581,658</b>	<b>\$18,219,773</b>	<b>\$18,780,600</b>
<b>Operating Expenses</b>			
Sewer Department	\$6,501,189	\$7,275,915	\$7,288,020
Depreciation	\$5,332,769	\$800,000	\$1,606,300
<b>Total Operating Expenses</b>	<b>\$11,833,958</b>	<b>\$8,560,293</b>	<b>\$8,894,320</b>
<b>Capital Expenses</b>			
Debt Service (Principal & Interest)	\$1,553,846	\$5,577,100	\$5,850,400
To Capital Projects	\$67,892	\$982,700	\$922,700
<b>Total Expenses</b>	<b>\$13,455,696</b>	<b>\$15,120,093</b>	<b>\$15,667,420</b>
<b>Other Financing Uses</b>			
Transfers Out - To Internal Service Funds	\$1,072,101	\$1,291,680	\$1,288,280
Transfers Out - To General Fund (PILOT)	\$838,000	\$838,000	\$838,000
Less Internal Service Funds	(1,072,101)	\$0	\$0
Transfers Out - To Water Fund	\$161,456	\$290,000	\$306,900
Transfers Out - To General Fund (Admin)	\$618,806	\$680,000	\$680,000
<b>Total Appropriations</b>	<b>\$15,073,958</b>	<b>\$18,219,773</b>	<b>\$18,780,600</b>
<b>Change in Fund Balance (Revenues - Appropriations)</b>	<b>\$507,700</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Fund Balance July 1</b>	<b>\$105,692,633</b>	<b>\$106,200,333</b>	<b>\$106,200,333</b>
<b>Ending Fund Balance June 30</b>	<b>\$106,200,333</b>	<b>\$106,200,333</b>	<b>\$106,200,333</b>
<b>Ending Fund Balance as a % of Appropriations</b>	<b>96.3%</b>	<b>87.8%</b>	<b>81.1%</b>

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

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

Section IV. At the end of the fiscal year 2022, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2023
Sewer Fund - 412	\$106,200,333

Section V. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2023	FY 2024 Principal Payment	FY 2024 Interest Payment
<b>Bonds -Payable Through Sewer Fund</b>				
General Obligation Refunding Series 2013	\$27,760,000	\$9,880,000	\$1,155,000	\$282,931
General Obligation Refunding Series 2013B	\$9,550,990	\$5,980,218	\$479,112	\$250,377
General Obligation Refunding Series 2014B	\$6,582,101	\$4,526,080	\$318,489	\$129,413
General Obligation Refunding Series 2015A	\$4,823,895	\$2,358,455	\$150,098	\$71,807
General Obligation Refunding Series 2016 (Nov)	\$6,952,823	\$5,228,876	\$330,776	\$178,326
General Obligation Refunding Series 2017B	\$10,082,905	\$8,030,474	\$466,054	\$238,685
General Obligation Refunding Series 2018B	\$1,308,977	\$1,110,459	\$57,074	\$38,813
General Obligation Series 2019 Refunding (09 BABS)	\$3,239,067	\$2,405,180	\$307,826	\$120,259
General Obligation Series 2019 (Nov))	\$3,421,614	\$3,048,480	\$161,752	\$108,507
General Obligation Series 2020 Refunding 11 & 12C	\$3,239,067	\$2,371,598	\$244,330	\$42,378
General Obligation Series 2021 Series 2021	\$6,345,000	\$6,137,787	\$221,503	\$196,756
<b>No Loans</b>				
<b>No Notes</b>				
<b>No Capital Leases</b>				

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

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Sewer – Annexation/Field Crest	\$2,500,000	\$0	\$2,500,000
Sewer – Collection System Upgrades	1,000,000	\$0	\$1,000,000
Sewer – Watauga Street Sewer Improvements	\$1,500,000	\$0	\$1,500,000
Sewer – SR126 Memorial Blvd Sewer Relocation	\$4,200,000	\$0	\$4,200,000
Sewer – WWTP Electrical Improvements	\$2,400,000	\$0	\$2,400,000

<b>Proposed Future Capital Projects</b>	<b>Proposed Capital Projects - Total Expense</b>	<b>Proposed Capital Projects Expense Financed by Estimated Revenues and/or Reserves</b>	<b>Proposed Capital Projects Expense Financed by Debt Proceeds</b>
Sewer - Pump Station Improvements	\$325,000	\$325,000	\$0
Sewer - Line Improvements	\$265,000	\$265,000	\$0
Sewer – Maintenance Facility Improvements	\$100,000	\$100,000	\$0

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

Section VIII. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

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

Section X. That the Legacy Tennessee Consolidated Retirement System Rate will be approved at 27.97% for current employees only and the employees under the bridge will be 31.47%. 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 13.5% for both inside and outside city customers. These sewer rates shall be applicable to all billings rendered on or after July 1, 2023.

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 (FY24-28) 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, 2023, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Adopt the FY 2023-2024 Metropolitan Planning Project Grant Fund Budget**

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

Action Form No.: AF-169-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 20, 2023  
Staff Work By: John Morris  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through this separate capital/grant budget ordinance. The total FY 2023-2024 budget for the Metropolitan Planning Project Grant Fund is \$373,891.

**Attachments:**  
1. Ordinance

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



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

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

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

SECTION I. That the Metropolitan Transportation Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$373,891.

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

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

	<u>Revenues</u>		<u>Expenditures</u>	
FTA Sec. 5303 TN	\$51,977	Personal Services		\$284,641
Federal FHWA TN	\$239,844	Contract Services		\$76,250
General Fund	\$68,000	Commodities		\$8,700
VDot-FHWA	\$9,257	Capital Outlay		\$250
V Dot-Sec 5303	\$4,813	Insurance		\$4,050
<b>Total Revenues</b>	<b>\$373,891</b>	<b>Total Expenditures</b>		<b>\$373,891</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. This ordinance shall take effect July 1, 2023, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Adopt the FY 2023-2024 Community Development Block Grant Fund Budget**

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

Action Form No.: AF-170-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 20, 2023  
Staff Work By: John Morris  
Presentation By: Chris McCartt

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**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
Each year the City of Kingsport receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance. The total FY 2023-2024 budget for the Community Development Block Grant Fund is \$434,064.

**Attachments:**  
1. Ordinance

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

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

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; 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**

<b>CD2401</b>	<b>CDBG Administration</b>	<b>Revenue</b>	<b>Expense</b>
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
	<b>Total CD2401 - CDBG Administration</b>	<b>\$86,812</b>	<b>\$86,812</b>
<b>CD2404</b>	<b>KAHR Program</b>	<b>Revenue</b>	<b>Expense</b>
124-0000-331.10-00	Community Development Block Grant	\$162,142	
124-0000-603.40-23	Grants		\$162,142
	<b>Total CD2404 - KAHR Program</b>	<b>\$162,142</b>	<b>\$162,142</b>
<b>CD2405</b>	<b>Community Enrichment</b>	<b>Revenue</b>	<b>Expense</b>
124-0000-331.10-00	Community Development Block Grant	\$65,110	
124-0000-603.40-23	Grants		\$65,110
	<b>Total CD2405 - Community Enrichment</b>	<b>\$65,110</b>	<b>\$65,110</b>

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

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

SECTION II. This ordinance shall take effect July 1, 2023, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Adopt the FY 2023-2024 School Public Law 93-380 Grant Project Fund Budget**

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

Action Form No.: AF-171-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 20, 2023  
Staff Work By: John Morris  
Presentation By: Chris McCartt

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**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions on May 11, 2023. 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 2023-2024 budget for the Schools Public Law 93-380 Grant Project Fund is \$6,232,864.

**Attachments:**  
1. Ordinance

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

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

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

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

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

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

<b>Public Law 93-380 Grant Project Fund - 142</b>	
<b>Revenues</b>	<b>Budget</b>
Federal Grants	\$6,232,864
<b>Total Revenues</b>	<b>\$6,232,864</b>
<b>Expenditures</b>	<b>Budget</b>
Instruction	\$2,852,287
Support Services	\$2,925,113
Non-Instructional Services	\$20,000
To School Fund	\$78,000
To Risk Fund	\$19,649
To Consolidated Admin.	\$337,815
<b>Total Expenditures</b>	<b>\$6,232,864</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

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

SECTION VI. This ordinance shall take effect July 1, 2023, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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





**AGENDA ACTION FORM**

**Consideration of an Ordinance to Adopt the FY 2023-2024 Schools Special Projects Grant Fund Budget**

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

Action Form No.: AF-171-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 20, 2023  
Staff Work By: John Morris  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
Each year the City of Kingsport School system receives federal and state funding for the School Special Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions on May 11, 2023. 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 2023-2024 budget for the Schools Special Projects Grant Fund is \$815,120.

**Attachments:**  
1. Ordinance

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

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

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

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

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

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

**School Grant Projects Fund -- 145**

<b>Revenues</b>	<b>Original Budget</b>
Federal Grants	\$ 0
State Grant	\$ 730,620
Local Revenue	\$ 20,000
From School Fund - 141	\$ 64 500
<b>Total Revenues</b>	<b>\$ 815,120</b>

<b>Expenditures</b>	<b>Original Budget</b>
Instruction	\$ 734 090
Support Services	\$ 78,917
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 2,113
<b>Total Expenditures</b>	<b>\$ 815,120</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

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

SECTION VI. This ordinance shall take effect July 1, 2023, the welfare of the City of Kingsport requiring it.

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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



ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by amending various revenue and expense lines to adjust the General Fund budget to actual. The total amount of the adjustment increases the General Fund total by \$3,176,320.

SECTION II. That the General Projects-Special Revenue Fund be amended by allocating General Fund dollars to the Farmers Market SNAP Grant project (NC1811) in the amount of \$2,500, to the Street Resurfacing project (NC2300) in the amount of \$100,000, to the ERP Phase I project (NC2330) in the amount of \$500,000, and to the Leisure Services Projects project (NC2331) in the amount of \$125,000, and by allocating ARPA funds from the Street Resurfacing project (GP2033) to the Street Resurfacing project (NC2300) in the amount of \$300,000.

SECTION III. That the State Street Aid Fund be amended by increasing the From General Fund line (121-0000-391.01-00) by \$152,753 and decreasing the From Fund Balance line (121-0000-392.01-00) by \$152,753.

SECTION IV. That the General Projects Fund be amended by allocating General Fund dollars to the Ft Robinson Bridge Repl project (GP1618) in the amount of \$17,000, to the Street Resurfacing project (GP2033) in the amount of \$300,000, to the Court/Public Facility Plan project (GP1820) in the amount of \$38,596, to the Faci-Maint-Improv HVAC project (GP2009) in the amount of \$295,680, and reallocating ARPA funds from the Street Resurfacing project (GP2033) to the Street Resurfacing project (NC2300) in the amount of \$300,000.

SECTION VI. That the Water Fund budget be amended by increasing the Water Sales line (411-0000-371.10-00) by \$1,082,174, decreasing the Developer Contributions line (411-0000-371.90-12) by \$300,000 and the From Fund Balance line (411-0000-392-01-00) by \$225,901 and by increasing the Electric Service line (411-5003-501.20-30) by \$556,273.

SECTION VII. That the Sewer Fund be amended by increasing the Sewer User Fee line (412-0000-372.10-00) by \$1,884,266, decreasing the Developer Materials line (412-0000-372.90-12) by \$200,000 and the From Fund Balance line (412-0000-392.01-00) by \$880,132, and by increasing the Electric Service line (412-5003-501.20-30) by \$804,134.

SECTION VIII. That the Solid Waste Fund be amended by increasing the Inside Res 1 Cart line (415-0000-343.10-10) by \$59,479, the Outside Resident 1 Cart line (415-0000-343.10-21) by \$48,719, the Landfill Tipping Fee line (415-0000-343.60-00) by \$166,178, and the Earnings on Investment line (415-0000-361.10-00) by \$25,624, and by increasing the Landfill Services line (415-4022-462.20-38) by \$50,000 and the To Solid Waste Proj Fund line (415-6001-601.70-55) by \$250,000.

SECTION IX. That the Water Project Fund be amended by appropriating \$472,700 in ARP Grant funding from Washington County to the Washington Co Wa Ext project (WA2303).

SECTION X. That the Solid Waste Project Fund be amended by allocating Solid Waste Fund dollars to the Demolition Landfill project (DL2300) in the amount of \$150,000, and to the Solid Waste Carts project (DL2301) in the amount of \$100,000.

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-0000-311.10-10 Commercial	\$11,704,056	\$13,760	\$11,717,816
110-0000-311.10-15 Industrial	\$2,382,717	\$60	\$2,382,777
110-0000-311.10-20 Farm	\$86,749	(\$5,603)	\$81,146
110-0000-311.10-25 Agriculture	\$55,891	(\$758)	\$55,133
110-0000-311.10-30 Residential	\$15,890,885	(\$103,759)	\$15,787,126
110-0000-311.10-40 Forestry	\$16,451	\$0	\$16,451
110-0000-311.10-50 Public Utilities	\$0	\$0	\$0
110-0000-311.20-10 Tan Commercial	\$9,419,213	\$64,264	\$9,483,477
110-0000-311.20-20 Public Utilities	\$0	\$0	\$0
110-0000-311.20-30 Tan Industrial	\$0	\$0	\$0
110-0000-311.30-00 Public Utilities-SA	\$1,393,475	\$67,349	\$1,460,824
110-0000-311.40-00 Prior Years	\$542,594	\$21,569	\$564,163
110-0000-311.90-00 Demo/Improvement	\$6,884	\$6,512	\$13,396
110-0000-312.10-00 KHRA-PILOT	\$10,017	(\$10,017)	\$0
110-0000-312.60-00 KEDB-PILOT	\$1,847,759	\$304,482	\$2,152,241
110-0000-312.90-00 Other PILOT	\$27,716	(\$1,316)	\$26,400
110-0000-314.10-00 Wholesale Beer	\$1,306,934	\$3,328	\$1,310,262
110-0000-314.20-00 Wholesale Liquor	\$655,022	\$23,868	\$678,890
110-0000-314.30-00 Beer Privilege	\$15,108	(\$325)	\$14,783
110-0000-314.31-00 Beer Permit Apps	\$8,575	(\$1,309)	\$7,266
110-0000-315.10-00 Gross Receipts	\$2,119,953	\$86,928	\$2,206,881
110-0000-315.20-00 Minimum Business Tax	\$0	\$0	\$0
110-0000-315.30-00 New License Fee	\$5,535	\$40	\$5,575
110-0000-315.40-00 Minimal Activity	\$600	(\$135)	\$465
110-0000-315.40-00 Transient Vendor*	\$0	\$0	\$0
110-0000-315.60-00 Flea Market License	\$0	\$0	\$0
110-0000-316.10-00 Cable TV Franchise	\$745,346	(\$8,584)	\$736,762
110-0000-316.15-00 AEP Franchise	\$4,535,398	\$653,934	\$5,189,332
110-0000-316.20-00 Motel-Hotel Tax	\$1,634,441	\$2,020	\$1,636,461
110-0000-317.10-00 Property Tax P&I	\$241,046	(\$16,528)	\$224,518
110-0000-317.12-00 Publicity & Postage	\$7,374	\$179	\$7,553
110-0000-317.30-00 Business Tax-Interest	\$0	\$0	\$0
110-0000-321.10-00 Contractor Licenses	\$15,824	\$376	\$16,200
110-0000-322.10-00 Building Permits	\$574,781	\$0	\$574,781
110-0000-322.20-00 Electrical Permits	\$64,403	\$0	\$64,403
110-0000-322.30-00 Natural Gas Permits	\$68,353	\$0	\$68,353
110-0000-322.40-00 Plumbing Permits	\$38,400	\$0	\$38,400
110-0000-322.50-00 Fortunetellers	\$0	\$0	\$0

110-0000-331.95-00 ARPA	\$0	\$0	\$0
110-0000-332.02-99 Miscellaneous	\$0	\$0	\$0
110-0000-332.05-00 Hall Income Tax	\$0	\$6,341	\$6,341
110-0000-332.10-00 St Shared Sales Tax	\$6,615,112	\$23,400	\$6,638,512
110-0000-332.12-00 Telecom Sales Tax	\$78,655	\$4,366	\$83,021
110-0000-332.13-00 Telecom Privilege	\$2,440	\$0	\$2,440
110-0000-332.14-00 Fantasy Sports Privilege	\$52,955	\$32,510	\$85,465
110-0000-332.15-00 Beer Tax	\$25,641	(\$326)	\$25,315
110-0000-332.20-00 Mix Drink Tax	\$300,237	\$41,059	\$341,296
110-0000-332.25-00 Street & Transport	\$101,585	(\$10)	\$101,575
110-0000-332.32-00 TN Arts Commission	\$0	\$0	\$0
110-0000-332.35-00 Sup Fire Salary	\$93,600	(\$4,000)	\$89,600
110-0000-332.40-00 Sup Police Salary	\$76,800	\$4,000	\$80,800
110-0000-332.45-00 In-Leau Intangible	\$159,154	\$8,800	\$167,954
110-0000-332.50-00 TVA In-Leau of Tax	\$666,593	\$0	\$666,593
110-0000-332.52-00 TVA Impact Pay	\$219,582	\$0	\$219,582
110-0000-332.57-00 Direct Appropriation	\$0	\$0	\$0
110-0000-332.58-00 Coronavirus Relief Funds	\$0	\$0	\$0
110-0000-332.69-10 FTDD Apprenticeship	\$10,000	\$0	\$10,000
110-0000-332.71-00 FTDD Area Aging	\$32,000	(\$921)	\$31,079
110-0000-332.72-00 Dept of Conservation	\$0	\$0	\$0
110-0000-333.05-00 Sales Tax-Hawkins	\$1,345,446	\$71,863	\$1,417,309
110-0000-333.10-00 Sales Tax-Sullivan	\$21,056,657	\$1,264,365	\$22,321,022
110-0000-333.15-00 Cont Bays Mtn Park	\$60,000	\$0	\$60,000
110-0000-333.20-00 Cont Fire Service	\$138,664	\$0	\$138,664
110-0000-333.20-20 First Responder	\$0	\$184,800	\$184,800
110-0000-333.26-00 Contribution Library	\$0	\$0	\$0
110-0000-333.35-00 Admin Building	\$100,000	\$25,000	\$125,000
110-0000-337.12-28 HIDTA	\$21,282	(\$6,203)	\$15,079
110-0000-341.10-14 Athletic Uniform Fee	\$0	\$0	\$0
110-0000-341.10-15 Sum Prog Act Fee	\$0	\$0	\$0
110-0000-341.10-20 Allandale Rental	\$96,800	(\$9,288)	\$87,512
110-0000-341.10-50 Auditorium Receipts	\$21,428	(\$9,027)	\$12,401
110-0000-341.10-59 FunFest Softball	\$2,000	\$513	\$2,513
110-0000-341.10-60 Concession Receipts	\$243,182	(\$116,676)	\$126,506
110-0000-341.10-61 Athletic Facility Rent	\$40,480	\$1,901	\$42,381
110-0000-341.10-62 Athletic Programs	\$73,603	\$1,266	\$74,869
110-0000-341.10-63 Cultural Arts Prog	\$8,899	(\$1,548)	\$7,351
110-0000-341.10-64 Renaissance Set Up	\$7,842	(\$458)	\$7,384
110-0000-341.10-65 Concession Contract 15%	\$0	\$10,034	\$10,034
110-0000-341.10-70 Renaissance	\$71,151	(\$6,407)	\$64,744
110-0000-341.10-80 Community Ctr Rent	\$20,992	(\$46)	\$20,946
110-0000-341.10-81 VO Dobbins Rent	\$210,723	\$5,792	\$216,515
110-0000-341.10-85 Comm Prog Events	\$44,119	(\$5,338)	\$38,781
110-0000-341.10-86 Lynn View Com Ctr	\$3,729	(\$79)	\$3,650
110-0000-341.10-88 Farmers Mkt Bldg	\$27,638	(\$1,865)	\$25,773
110-0000-341.10-90 Other Rec Receipts	\$1,278	(\$382)	\$896
110-0000-341.10-95 Dog Park Fees	\$3,998	(\$308)	\$3,690
110-0000-341.10-96 Carousel Tickets	\$43,600	\$330	\$43,930

110-0000-341.10-97 Carousel Rentals	\$23,785	(\$1,510)	\$22,275
110-0000-341.10-98 Carousel Events	\$4,500	\$25	\$4,525
110-0000-341.20-10 Senior Center Dues	\$30,887	\$61	\$30,948
110-0000-341.20-20 Sr. Cen Trans Fees	\$3,802	(\$1,344)	\$2,458
110-0000-341.26-10 Ad. Ed. Class Fees	\$725	\$25	\$750
110-0000-341.30-10 BMP Entrance Fees	\$137,050	(\$3,497)	\$133,553
110-0000-341.30-15 School Program Fee	\$15,079	\$5,171	\$20,250
110-0000-341.30-20 Planetarium Fees	\$59,523	(\$11,354)	\$48,169
110-0000-341.30-40 Barge Ride Fees	\$24,940	\$2,396	\$27,336
110-0000-341.30-50 Nature Show Fees	\$7,182	(\$2,237)	\$4,945
110-0000-341.30-60 Mountain Bike Fees	\$0	\$0	\$0
110-0000-341.30-70 Rope Course Fees	\$18,602	(\$5,592)	\$13,010
110-0000-341.30-80 Park Tours	\$0	\$0	\$0
110-0000-341.30-90 Primitive Camping	\$0	\$100	\$100
110-0000-341.30-95 Facility Rental Fees	\$15,611	(\$4,688)	\$10,923
110-0000-341.40-10 Library Fees	\$0	\$0	\$0
110-0000-341.40-20 Book Sales	\$0	\$0	\$0
110-0000-341.40-30 Copier Revenue	\$0	\$0	\$0
110-0000-341.60-87 FM Merchandise	\$1,397	\$68	\$1,465
110-0000-341.60-89 FM Booth Fees	\$11,807	(\$1,236)	\$10,571
110-0000-342.40-00 Sexual Offenders	\$9,600	(\$1,400)	\$8,200
110-0000-342.72-00 Drivers School	\$31,550	\$2,450	\$34,000
110-0000-342.73-00 Child Restraint	\$550	\$775	\$1,325
110-0000-342.85-10 Hazmat Cleanup Fee	\$0	\$0	\$0
110-0000-342.85-20 Food Truck Insp	\$3,675	(\$475)	\$3,200
110-0000-342.85-22 Food Truck Renewal	\$1,875	\$25	\$1,900
110-0000-342.85-25 Food Truck Permits	\$0	\$25	\$25
110-0000-345.10-00 Charter Bus Fees	\$0	\$0	\$0
110-0000-348.10-00 Business License Fee	\$0	\$0	\$0
110-0000-348.21-00 Com Plan Review	\$22,085	\$1,630	\$23,715
110-0000-348.40-00 E-911 Charges	\$284,101	\$12,400	\$296,501
110-0000-348.40-10 E-911 Supplemental	\$15,200	\$0	\$15,200
110-0000-348.43-10 Linville St District 1	\$0	\$314	\$314
110-0000-348.45-00 Mt Carmel Consulting	\$0	\$0	\$0
110-0000-348.68-00 Contracted Maint-ST	\$304,949	(\$40,505)	\$264,444
110-0000-348.80-00 Engineering Fees	\$459,311	(\$101,478)	\$357,833
110-0000-348.90-02 Mount Carmel	\$0	\$0	\$0
110-0000-348.90-05 Surgoinsville	\$0	\$0	\$0
110-0000-348.95-00 JF Johnson Ticket Sales	\$0	\$0	\$0
110-0000-351.10-00 Sessions Court Fines	\$52,490	(\$189)	\$52,301
110-0000-351.20-00 Circuit Court Fines	\$11,529	\$2,651	\$14,180
110-0000-351.30-00 Police Court Fines	\$170,760	\$19,888	\$190,648
110-0000-351.30-65 Red Light Camera Fines	\$309,976	(\$22,405)	\$287,571
110-0000-351.31-00 Local Court Costs	\$200,482	\$24,107	\$224,589
110-0000-351.31-66 Red Light Court Cost	\$22,211	(\$2,731)	\$19,480
110-0000-351.32-00 Local Litigation Fee	\$9,345	\$734	\$10,079
110-0000-351.40-00 Juvenile Court Fines	\$0	\$0	\$0
110-0000-351.60-00 Drug Fines	\$18,751	(\$483)	\$18,268
110-0000-352.10-00 Overdue Book Fines	\$0	\$0	\$0
110-0000-361.10-00 Earnings on Investments	\$135,518	\$688,021	\$823,539



110-0000-362.50-00 Street Light Improvements	\$0	\$0	\$0
110-0000-364.10-00 From Individuals	\$0	\$0	\$0
110-0000-364.20-00 From Corporations	\$0	\$204,414	\$204,414
110-0000-364.20-10 KPT Lifesaving Crew	\$75,000	\$0	\$75,000
110-0000-364.30-00 From Non-Profits	\$76,000	(\$76,000)	\$0
110-0000-368.05-00 Land Sales	\$0	\$0	\$0
110-0000-368.07-00 Surplus Property Sales	\$0	\$0	\$0
110-0000-368.15-00 Rental of Land & B	\$41,902	\$1,634	\$43,536
110-0000-368.30-00 Return Check Charge	\$990	\$210	\$1,200
110-0000-368.30-67 Red Light Cam Fines	\$120	\$90	\$210
110-0000-368.32-00 Vending Machine Rev	\$1,601	(\$860)	\$741
110-0000-368.33-00 Training Fees	\$0	\$0	\$0
110-0000-368.55-20 Police Copies	\$68	(\$54)	\$14
110-0000-368.55-40 Data on CDs	\$0	\$0	\$0
110-0000-368.55-50 Other	\$0	\$2,804	\$2,804
110-0000-368.77-00 Convenience Fee	\$2,810	(\$2,093)	\$717
110-0000-368.79-00 Tax Processing Fee	\$13,020	(\$414)	\$12,606
110-0000-368.81-10 Staubus v Endo Pharmacy	\$0	\$0	\$0
110-0000-368.81-15 TN Opioid Settlements	\$191,004	\$0	\$191,004
110-0000-368.99-00 Miscellaneous	\$34,076	\$108,637	\$142,713
110-0000-391.21-00 From School Fund	\$0	\$0	\$0
110-0000-391.69-00 Visitors Enhance	\$0	\$0	\$0
110-0000-392.10-00 Fund Balance App	\$3,845,578	(\$345,578)	\$3,500,000
110-0000-393.37-04 AC-Admin Fee	\$85,000	(\$31,964)	\$53,036
110-0000-393.42-04 Sewer-Admin Fee	\$650,000	\$49,830	\$699,830
110-0000-393.42-60 Sewer PILOT	\$838,000	\$0	\$838,000
110-0000-393.45-04 Water-Admin	\$1,060,000	\$77,629	\$1,137,629
110-0000-393.45-60 Water PILOT	\$653,000	\$0	\$653,000
110-0000-393.89-04 ST WA-Admin Fee	\$95,000	\$4,500	\$99,500
<b>Total:</b>	<b>\$97,581,382</b>	<b>\$3,176,320</b>	<b>\$100,757,702</b>

**Expenditures:**

	\$	\$	\$
110-1005-405.80-51 SBK Animal Control	\$380,000	\$25,000	\$405,000
110-1005-405.80-71 Aerospace Park	\$105,000	\$8,175	\$113,175
110-1008-408.20-25 Public Relations	\$12,500	\$10,550	\$23,050
110-1013-404.20-57 Computer Repairs/Maint	\$842,790	\$150,000	\$992,790
110-1013-404.30-20 Operating Supplies & Tools	\$80,000	\$40,000	\$120,000
110-2001-421.20-75 Temporary Employees	\$50,000	\$20,000	\$70,000
110-2001-421.40-71 Merchant Account Fees	\$110,000	\$35,000	\$145,000
110-3001-441.20-56 Repair & Maintenance-Veh	\$53,700	\$85,000	\$138,700
110-3030-443.10-11 Overtime	\$125,000	\$120,000	\$245,000
110-3050-445.10-11 Overtime	\$90,000	\$51,000	\$141,000
110-3501-451.10-10 Salaries & Wages	\$6,092,420	\$200,000	\$6,292,420
110-3501-451.10-11 Overtime	\$700,000	\$110,000	\$810,000
110-4031-463.20-30 Electric Service	\$545,000	\$100,000	\$645,000
110-4031-463.20-33 Water & Sewer Service	\$30,000	\$20,000	\$50,000
110-4031-463.20-99 Miscellaneous	\$144,311	\$40,000	\$184,311
110-4033-463.20-56 Repair & Maintenance-Veh	\$78,000	\$32,000	\$110,000
110-4033-463.40-26 Fleet Vehicle Rental Fee	\$33,000	\$72,000	\$105,000
110-4034-463.10-11 Overtime	\$14,000	\$30,000	\$44,000
110-4502-471.20-33 Water & Sewer Service	\$18,100	\$20,000	\$38,100

110-4504-471.20-30 Electric Service	\$210,000	\$60,000	\$270,000
110-4520-472.20-75 Temporary Employees	\$5,000	\$35,000	\$40,000
110-4570-477.90-04 Equipment	\$159,000	(\$125,000)	\$34,000
110-4804-481.70-35 To Gen Proj-Special Rev	\$7,230,606	\$729,293	\$7,959,899
110-4804-481.70-36 To General Project Fund	\$266,103	\$651,276	\$917,379
110-4804-481.70-23 To State Street Aid Fund	\$1,132,164	\$152,753	\$1,284,917
110-4806-481.10-10 Salaries & Wages	(\$500,000)	\$500,000	\$0
110-4810-481.20-56 Repair & Maintenance-Veh	\$59,926	\$4,273	\$64,199
<b>Total:</b>	<b>\$18,066,620</b>	<b>\$3,176,320</b>	<b>\$21,242,940</b>

**Account Number/Description:**

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

**Farmers Market SNAP Grant (NC1811)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-332.61-50 CDC1305 Grant FM SNAP	3,800	(1,793)	2,007
111-0000-391.01-00 From General Fund	0	4,293	4,293
<b>Total:</b>	<b>3,800</b>	<b>2,500</b>	<b>6,300</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	3,800	2,500	6,300
<b>Total:</b>	<b>3,800</b>	<b>2,500</b>	<b>6,300</b>

**Streets Resurfacing (NC2300)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-331.95-00 American Rescue Plan Act	927,518	300,000	1,227,518
111-0000-391.01-00 From General Fund	2,662,876	100,000	2,762,876
<b>Total:</b>	<b>3,590,394</b>	<b>400,000</b>	<b>3,990,394</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	3,065,394	400,000	3,465,394
111-0000-601.20-23 Arch/Eng/Landscaping Serv	525,000	0	525,000
<b>Total:</b>	<b>3,590,394</b>	<b>400,000</b>	<b>3,990,394</b>

**ERP Phase I (NC2330)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	500,000	500,000
<b>Total:</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	500,000	500,000
<b>Total:</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Leisure Services Projects (NC2331)**

**Revenues:**

111-0000-391.01-00 From General Fund

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

**Expenditures:**

111-0000-601.90-03 Improvements

	\$	\$	\$
	0	125,000	125,000
<b>Total:</b>	<b>0</b>	<b>125,000</b>	<b>125,000</b>

**Account Number/Description:**

**Fund 121: State Street Aid Fund**

**Revenues:**

121-0000-332.60-00 Gasoline & Motor Fuel Tax

121-0000-391.01-00 From General Fund

121-0000-392.01-00 From Fund Balance

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	1,919,090	0	1,919,090
	1,132,164	152,753	1,284,917
	152,753	(152,753)	0
<b>Total:</b>	<b>3,204,007</b>	<b>0</b>	<b>3,204,007</b>

**Account Number/Description:**

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

**Revenues:**

311-0000-361.22-00 Int LGIP

311-0000-368.10-46 Series 2013B GO Pub Imp

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

311-0000-368.21-01 Premium From Bond Sale

311-0000-391.01-00 From General Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	1,821	0	1,821
	48,400	0	48,400
	1,191	0	1,191
	122	0	122
	0	17,000	17,000
<b>Total:</b>	<b>51,534</b>	<b>17,000</b>	<b>68,534</b>

**Expenditures:**

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

311-0000-601.90-03 Improvements

	\$	\$	\$
	51,534	(9,146)	42,388
	0	26,146	26,146
<b>Total:</b>	<b>48,400</b>	<b>17,000</b>	<b>68,534</b>

**Street Resurfacing (GP2033)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	300,000	(300,000)	0
311-0000-337.52-10 FHWA/TN FHWA 80%	2,000,000	0	2,000,000
311-0000-368.10-56 GO Bonds Series 2018 A	10,569	0	10,569
311-0000-368.10-66 Series 2019 GO Improvement	172,411	0	172,411
311-0000-368.21-01 Premium From Bond Sale	17,020	0	17,020
311-0000-391.01-00 From General Fund	0	300,000	300,000
<b>Totals:</b>	<b>2,500,000</b>	<b>0</b>	<b>2,500,000</b>

**Court/Public Facility Pln (GP1820)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	1,078,687	0	1,078,687
311-0000-368.10-56 GO Bonds Series 2018 A	3,681,523	0	3,681,523
311-0000-368.10-66 Series 2019 GO Improvement	2,744,957	0	2,744,957
311-0000-368.21-01 Premium From Bond Sale	555,327	0	555,327
311-0000-391.01-00 From General Fund	2,862,500	38,596	2,901,096
<b>Totals:</b>	<b>10,922,994</b>	<b>38,596</b>	<b>10,961,590</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	8,950	0	8,950
311-0000-601.20-22 Construction Contracts	11,108	(4,122)	6,986
311-0000-601.20-23 Arch/Eng/Landscaping Serv	621,276	0	621,276
311-0000-601.20-30 Electric Service	42,583	0	42,583
311-0000-601.20-33 Water & Sewer	1,044	0	1,044
311-0000-601.20-69 Stormwater Fee	604	0	604
311-0000-601.30-20 Operating Supplies & Tool	4,782	0	4,782
311-0000-601.40-41 Bond Sale Expense	168,195	0	168,195
311-0000-601.90-02 Buildings	2,827,493	0	2,827,493
311-0000-601.90-03 Improvements	3,629,149	(56,072)	3,573,077
311-0000-601.90-06 Purchases \$5,000 & Over	3,607,810	98,790	3,706,600
<b>Totals:</b>	<b>10,922,994</b>	<b>38,596</b>	<b>10,961,590</b>

**Faci Maint-Improv HVAC (GP2009)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvement	440,452	0	440,452
311-0000-368.21-01 Premium From Bond Sale	39,590	0	39,590
311-0000-391.01-00 From General Fund	0	295,680	295,680
<b>Total:</b>	<b>480,042</b>	<b>295,680</b>	<b>775,722</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	11,942	284,880	296,822
311-0000-601.20-23 Arch/Eng/Landscaping	0	15,875	15,875
311-0000-601.40-41 Bond Sale Expense	5,042	0	5,042
311-0000-601.90-03 Improvements	463,058	(5,075)	457,983
<b>Total:</b>	<b>480,042</b>	<b>295,680</b>	<b>775,722</b>

**Account Number/Description:**

**Water Fund: 411**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
411-0000-371.10-00 Water Sales	14,567,400	1,082,174	15,649,574
411-0000-371.90-12 Developer Contributions	300,000	(300,000)	0
411-0000-392.01-00 From Fund Balance	225,901	(225,901)	0
<b>Total:</b>	<b>15,093,301</b>	<b>556,273</b>	<b>15,649,574</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
411-5003-501.20-30 Electric Service	1,276,000	556,273	1,832,273
<b>Total:</b>	<b>1,276,000</b>	<b>556,273</b>	<b>1,832,273</b>

**Account Number/Description:**

**Sewer Fund: 412**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
412-0000-372.10-00 Sewer User Fee	16,022,600	1,884,266	17,906,866
412-0000-372.90-12 Developer Contributions	200,000	(200,000)	0
412-0000-392.01-00 From Fund Balance	880,132	(880,132)	0
<b>Total:</b>	<b>17,102,732</b>	<b>804,134</b>	<b>17,906,866</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
412-5003-501.20-30 Electric Service	820,000	804,134	1,624,134
<b>Total:</b>	<b>820,000</b>	<b>804,134</b>	<b>1,624,134</b>

**Account Number/Description:**

**Solid Waste Fund: 415**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
415-0000-343.10-10 Inside Res 1 Cart	1,700,000	59,479	1,759,479
415-0000-343.10-20 Outside Resident 1	357,200	48,719	405,919
415-0000-343.60-00 Landfill Tipping Fee	530,000	166,178	696,178
415-0000-361.10-10 Earnings on Investments	0	25,624	25,624
<b>Total:</b>	<b>2,587,200</b>	<b>300,000</b>	<b>2,887,200</b>

**Expenditures:**

	\$	\$	\$
415-4022-462.20-38 Landfill Services	500,000	50,000	550,000
415-6001-601.70-55 To Solid Waste Proj Fund	0	250,000	250,000
<b>Total:</b>	<b>500,000</b>	<b>300,000</b>	<b>800,000</b>

**Account Number/Description:**

**Water Project Fund: 451**

**Wash Co Water Ext (WA2303)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-333.77-00 Washington County	2,300,000	0	2,300,000
451-0000-333.77-23 Washington County/ARP	0	472,700	472,700
<b>Total:</b>	<b>2,300,000</b>	<b>472,700</b>	<b>2,772,700</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.90-03 Improvements	2,300,000	472,700	2,772,700
<b>Total:</b>	<b>2,300,000</b>	<b>472,700</b>	<b>2,772,700</b>

**Account Number/Description:**

**Solid Waste Project Fund: 455**

**Demolition Landfill (DL2300)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
455-0000-391.13-00 From Solid Waste Fund	0	150,000	150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Expenditures:**

	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	0	150,000	150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Solid Waste Carts (DL2301)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
455-0000-391.13-00 From Solid Waste Fund	\$ 0	\$ 100,000	\$ 100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Expenditures:**

	<b><u>\$</u></b>	<b><u>\$</u></b>	<b><u>\$</u></b>
455-0000-601.90-04 Equipment	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

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

\_\_\_\_\_  
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 Kingsport Code of Ordinances Section 30-29 Pertaining to Court Costs for Kingsport City Court**

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

Action Form No.: AF-128-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 20, 2023  
Staff Work By: Tincher/Rowlett  
Presentation By: Chris McCartt

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

Kingsport Code of Ordinances section 30-29 establishes the court costs collected by Kingsport City Court. This ordinance would amend that section to increase the cost from \$60.00 to \$85.00, remove the language regarding the electronic citation fee, and would further update it by removing sub-sections (b) and (c) in their entirety.

Regarding the court costs, the current amount was set by Ordinance Number 6322 in 2013. Over the past 10 years Kingsport City Court has experienced an increase in case volume which commands greater resources. The increase will also bring Kingsport City Court costs more in line with other municipal courts. Additionally, a portion of this increase will assist the county in providing security to the Justice Center which Kingsport City Court benefits from. The Sullivan County Sheriff’s office provides equipment and deputies who are in place for as long as city court is in session. \$5.00 of the proposed increase will go towards these personnel costs raising the total amount from \$10.00 to \$15.00.

Additionally, this amendment removes reference to the electronic citation fee adopted in 2014 pursuant to Tenn. Code Ann. § 55-10-207(e). \$5.00 was added to court costs as allowed by the statute to offset costs associated with implementing an electronic citation fee. The statute provided the implementation of the fee was to be for a five year period. In 2021 the Tennessee Attorney General issued Opinion No. 21-02 which advised the legislature did not allow for a renewal for an additional five years and therefore a municipality could not continue charging an electronic citation fee. Kingsport City Court stopped collecting the fee in 2021 after issuance of the A.G. Opinion but the provision was never removed from the code which this amendment now removes.

**Attachments:**

- 1. Ordinance
- 2. Marked copy of Code Section 30-29

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

Item IX6.



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

AN ORDINANCE AMENDING SECTION 30-29 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, TO PROVIDE FOR AN INCREASE IN COURT COSTS FOR CITY COURT; TO REMOVE PROVISIONS RELATIVE TO THE ELECTRONIC CITATION FEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 30-29 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

**Sec. 30-29 Court Costs**

The court costs for the city court are hereby established as follows: city court costs for the city are \$85.00 per citation, which includes \$1.00 that will be transmitted to the state treasurer, as required by the Tennessee Municipal Court Reform Act of 2004, T.C.A. § 16-18-301 et seq. Additionally, the court clerk of the city court is authorized to collect and transmit the state litigation tax or fee or any other tax, fee, or cost required to be collected by the state on court citations or cases.

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: \_\_\_\_\_

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## Sec. 30-29. Court costs.

- (a) The court costs for the city court are hereby established as follows: city court costs for the city are ~~§60.00~~ **\$85.00** per citation, which includes \$1.00 that will be transmitted to the state treasurer, as required by Tennessee Municipal Court Reform Act of 2004, T.C.A. § 16-18-301 et seq., ~~provided however, if an electronic citation was issued, in addition to the \$60.00 court costs, \$5.00 shall be added to the court costs as set out in subsection b.~~ Additionally, the court clerk of the city court is authorized to collect and transmit the state litigation tax or fee or any other tax, fee or cost required to be collected by the state on court citations or cases.

~~In addition to the court costs set out in subsection (a) pursuant to T.C.A. § 55-10-207(e), the city court clerk shall charge and collect an electronic citation fee of \$5.00 for each citation, which results in a conviction. Such fee shall be assessable as court costs and paid by the defendant for any offense cited in a traffic citation delivered that results in a plea of guilty or nolo contendere, or a judgment of guilty. This fee shall be in addition to all other fees, taxes, and charges. One dollar of such fee shall be retained by the court clerk. The remaining \$4.00 of the fee shall be transmitted monthly by the court clerk to the law enforcement agency that prepared the traffic citation that resulted in a plea of guilty or nolo contendere, or a judgment of guilty. All funds derived from the electronic traffic citation fee that are transmitted to the law enforcement agency that prepared the traffic citation shall be accounted for in a special revenue fund of such law enforcement agency and may only be used for the following purposes:~~

- ~~(1) Electronic citation system and program related expenditures; and~~
- ~~(2) Related expenditures by such local law enforcement agency for technology, equipment, repairs, replacement, and training to maintain electronic citation programs.~~
- ~~(3) All funds derived from the electronic citation fee set aside for the court clerk shall be used for computer hardware purchases, usual and necessary computer related expenses, or replacement. Such funds shall be preserved for those purposes and shall not revert to the general fund at the end of a budget year if unexpended.~~

- ~~(c) As used in this section "electronic citation" means a written citation or an electronic citation prepared by a law enforcement officer on paper or on an electronic data device with the intent the citation shall be filed, electronically or otherwise, with a court having jurisdiction over the alleged offense.~~

(Code 1998, § 34-37; Ord. No. 5291, § I, 4-5-2005; Ord. No. 5493, § I, 1-16-2007; Ord. No. 6322, § I, 6-18-2013; Ord. No. 6440, § I, 10-7-2014; Ord. No. 6846, § 1, 2-4-2020)



**AGENDA ACTION FORM**

**Approve Change Order to GRC Civil Services, Inc. Contract to Complete Stormwater System Improvements on Reservoir Road.**

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

Action Form No.: AF-152-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 6, 2023  
Staff Work By: A. Dobbins/C. Austin  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the resolution.

**Executive Summary:**

On Reservoir Road, near Glen Alpine Road, an unnamed tributary to Bear Creek crosses through a culvert under the roadway. The culvert is beginning to fail, causing impacts to the stream and road. A project was developed to replace this culvert to ensure compliance with stream and roadway regulations.

On October 20, 2022, bids were opened for the Stormwater System Improvements on Reservoir Road project. The contract was awarded to the low bidder, GRC Civil Services, Inc. (GRC) for a total of \$212,300.00.

Part of the work involved the relocation of a concrete-fiber reinforced waterline to avoid the new culvert. This pipe material is not able to be re-located using conventional methods. During construction, it was determined that the location of the current waterline would cause the new waterline to be near the edge of the road, which was not expected. The change in location of the new waterline required more backfill stone and asphalt than anticipated to complete the project. This change order will allow GRC to complete the stormwater system improvements. Because the change order is over the contingency amount included in the contract, it must be approved by the BMA. Funds are sufficient and available in the current project no. ST2108 to pay for this change order.

Original Contract: \$212,300.00  
Change Order Amount: \$ 34,011.10  
Proposed Contract: \$246,311.10

**Attachments:**

- 1. Resolution
- 2. Change Order
- 3. Project Pictures

Item X11.

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

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

A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH GRC CIVIL SERVICES, INC. TO COMPLETE THE STORMWATER SYSTEM IMPROVEMENTS ON RESERVOIR ROAD

WHEREAS, the city has a contract with GRC Civil Services, Inc. for the Storm Water Improvements on Reservoir Road project with the original contract sum being \$212,300.00; and

WHEREAS, during construction it was determined that the location of the current waterline would cause the same to be near the edge of the road, a change in location was needed, this change required more backfill stone and asphalt than anticipated to complete the project; and

WHEREAS, this change will increase the current contract amount by \$34,011.10, making the total project \$246,311.10; and

WHEREAS funding for this increase is in project no.: ST2108.

Now therefore,

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

SECTION I. That a change order to the contract with GRC Civil Services, Inc. Storm Water System Improvements on Reservoir Road, by an increase in the amount of \$34,011.10, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, the change order and all documents necessary and proper to effectuate the change order to the contract with GRC Civil Services, Inc.

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

ADOPTED this the 6th day of June, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

**CITY OF KINGSPORT  
ADMINISTRATIVE CHANGE ORDER**

**VENDOR:** GRC Civil Services, Inc.

**P.O. # :** Z00251

**ORIGINAL ISSUE DATE:** 12/6/2022

**PROJECT:** Stormwater System Improvements

**CURRENT DATE:** 5/11/2023

**#:** ST2108 on Reservoir Road

**CHANGE ORDER NO:** 1

Contingency Authorized	\$ 12,738.00	100%
Prior Administrative C.O.(s)	\$ -	0.0%
Amount this Administrative C.O.	\$ 34,011.10	267.0%
Unexpended Contingency Balance	\$ (21,273.10)	-167.0%

DESCRIPTION	AMOUNT	
	Additions	Deductions
Original Contract Amount	\$ 212,300.00	
Prior Change Orders	\$ -	\$ -
Previous Revised Contract Amount	\$ -	
Crushed Stone for Backfill	\$ 5,600.00	\$ -
Asphalt Binder in Trench	\$ 19,532.60	\$ -
Asphalt Topping	\$ 3,238.50	\$ -
6" DI pipe	\$ 6,840.00	\$ -
Fence Replacement	\$ -	\$ 1,200.00
Change Order Amount	\$ 35,211.10	\$ 1,200.00
<b>Total Amount</b>		<b>\$34,011.10</b>
Reason(s) for Change Order: Due to the existing waterline being unlocatable, the location was slightly off from design causing the new line to extend further into the road, needing more materials for backfill and paving. Deductions caused by the fence not needing to be replaced.		
Adjusted Contract Amount	\$ 246,311.10	

I, (We) the undersigned hereby certify that the changes in construction charged against the contingency authorized for the herein identified contract were made in compliance with Section 2-514 of the City of Kingsport Code of Ordinances, 2012 edition.

**Signatures:**

\_\_\_\_\_  
Project Manager (Printed)

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

Route to:

- \_\_\_\_\_ City Recorder (Original)
- \_\_\_\_\_ Procurement Manager (Copy)
- \_\_\_\_\_ City Accountant (Copy)

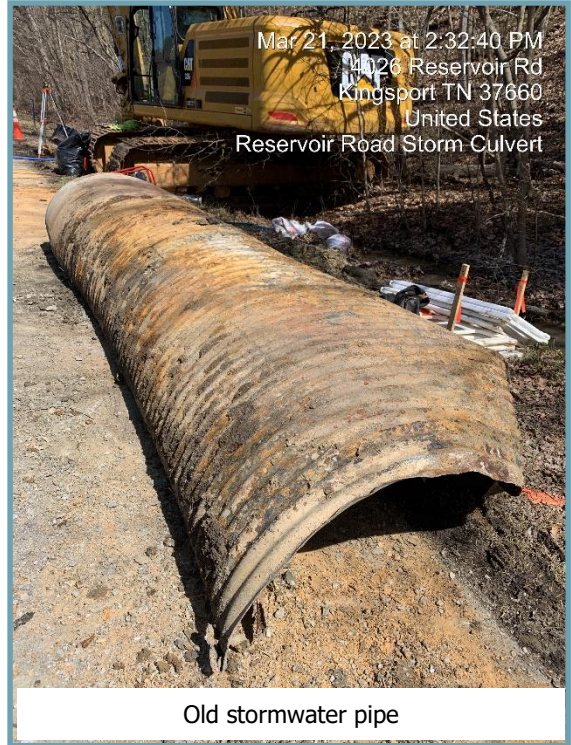
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

NOTE: Original signature(s) required above.  
Facsimile is **not** acceptable.

*Item X11.*









**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing a Software Services Agreement with OpenGov, Inc for Cartegraph Asset Management**

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

Action Form No.: AF-157-2023  
Work Session: June 5, 2023  
First Reading: NA  
Final Adoption: June 6, 2023  
Staff Work By: Kristen Steach  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve Resolution.

**Executive Summary:**

In 2014 the city entered into an agreement with Cartegraph Operations Management System for asset management. This system provides the ability to adequately track the work being performed on our actual assets whether in the ground or in our facilities, building a cache of information which helps to determine assets needing to be replaced or providing more maintenance of effort.

Through the years of using the operations management system (OMS) we continue making great strides in how we manage our work and track our assets. Customization of the system is available meeting the needs for various city departments. Reports are accessible tracking numerous components related to our assets. The public also has the opportunity to report issues, and the ability to be notified of the progress made or completion of their request.

It is recommended to enter into an agreement with OpenGov, Inc. for continuation of the operations management system in the total amount of \$323,136.38. This amount will be distributed over a three (3) year period in annual installments. The first installment will be due August 1, 2023 in the amount of \$104,550.00. This agreement has the option for additional renewals after this three (3) year period unless terminated by either party.

Funding is available and identified from various operating accounts.

**Attachments:**

- 1. Resolution
- 2. OpenGov, Inc Agreement

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

Item XI2.



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

A RESOLUTION AUTHORIZING THE RENEWAL OF A SOFTWARE SERVICES AGREEMENT WITH OPENGOV, INC. FOR ITS CARTEGRAPH ASSET MANAGEMENT SYSTEM, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in May 2014, by Resolution No. 2014-180, the city entered into an agreement with OpenGov, Inc. for use of Cartegraph Asset Management System, the agreement provided for renewal options in 3-year increments, the most recent of which was authorized in 2020 pursuant to Resolution No. 2020-193;

WHEREAS, the city would like to sign another three year agreement with OpenGov, Inc. for continued utilization of the Cartegraph Asset Management System; and

WHEREAS, the total cost for this agreement is \$323,136.38 for the three year agreement with the cost being distributed over a three year period in annual installments, the first installment due August 1, 2023, for \$104,550.00, second installment due August 1, 2024, for \$106,627.50, and third (final) installment due August 1, 2025, for \$111,958.88; and

WHEREAS, the funding is available and identified from various operating accounts.

Now therefore,

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

SECTION I. That an agreement with OpenGov, Inc. for utilization of the software Cartegraph Asset Management System is approved, and payment to OpenGov, Inc. shall be submitted in three installments with the first installment due August 1, 2023, for \$104,550.00, second installment due August 1, 2024, for \$106,627.50, and third (final) installment due August 1, 2025, for \$111,958.88 for a total of \$323,136.38.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with OpenGov, Inc. for the software Cartegraph Asset Management System and all documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**OPENGOV SOFTWARE SERVICES AGREEMENT**

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**" and "City"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

**1. DEFINITIONS**

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or material regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

## **2. SOFTWARE SERVICES, SUPPORT, AND PROFESSIONAL SERVICES**

**2.1 Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

**2.2 Support & Service Levels.** Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

### **2.3 Professional Services.**

**(a)** If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

**(b)** Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual’s location to Customer’s location, reasonable hotel accommodations, ground transportation and meals.

## **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

**3.2 Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

## **4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA**

**4.1 Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software

Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

**4.2 Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

**4.3 Access to Customer Data.** may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

**4.4 Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## **5. CONFIDENTIALITY**

**5.1** Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

**5.2 "Confidential Information"** means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

**5.3** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to OpenGov or provide OpenGov with notice or the time to obtain a protective order.

**5.4** Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

## **6. PAYMENT OF FEES**

**6.1 Fees; Invoicing; Payment; Expenses.**

(a) **Fees.** The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional

Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

**(b) Annual Software Maintenance Price Adjustment.** OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

**(c) Invoicing and Payment.** OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

**(d) Travel Expenses.** Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

**(e) Customer Delays: On Hold Fee.**

**I. On Hold Notice.** Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "**On Hold Fee**").

**II. Effects of On Hold Notice.** Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

**6.2 Consequences of Non-Payment.** If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency

**6.3 Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any

Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, its Sales and Use Tax Certificate or other documentation acceptable to OpenGov.

## **7. TERM & TERMINATION**

**7.1 Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

**7.2 Renewal.** This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

**7.3 Termination.** Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement. Additionally, Customer may terminate this Agreement, upon providing at least ninety (90) days notice prior to the annual anniversary date of the Agreement ("**Anniversary Date**") upon the occurrence of an Event of Nonappropriation as defined below. An "**Event of Nonappropriation**" occurs when prior to each Anniversary Date: a) Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) Customer has not acquired, used or issued a proposal for similar products or services during this period or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

### **7.4 Effect of Termination.**

**(a) In General.** Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

**(b) Deletion of Customer Data.** Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

**7.5 Survival.** The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## **8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

### **8.1 By OpenGov.**

**(a) General Warranty.** OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

**(b) Software Services Warranty.** OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services

that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre- paid, unused portion of the Fee for such Software Services.

**8.2 By Customer.** Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

**8.3 Disclaimer.** OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **9. LIMITATION OF LIABILITY**

**9.1 By Type.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**9.2 By Amount.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 24 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

**9.3 Limitation of Liability Exclusions.** The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

**9.4 No Limitation of Liability by Law.** Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## **10. MISCELLANEOUS**

**10.1 Logo Use.** Customer does not consent to the use of its name or logo, including the name or logo of its Kingsport City Schools in any advertising or promotional material or distributions or other commercial use by OpenGov. Additionally, Customer does not waive any moral right to the use of the name submitted to OpenGov.

**10.2 Notice.** Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified below (or such other address as may be specified in writing in accordance with this Section). Any notices contemplated by the agreement shall be sent via certified mail, return receipt requested and addressed to:

**City Manager**  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660  
**City Attorney**

City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

**10.3 Anti-Corruption.** OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov becomes aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

**10.4 Injunctive Relief.** The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

**10.5 Force Majeure.** Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

**10.6 Severability; Waiver.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

**10.7 Assignment.** Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

**10.8 Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

**10.9 Attorney's Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**10.10 Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of laws provisions. Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Therefore, any reference to the resolution of disputes through arbitration is expressly stricken from the Agreement and City expressly refuses to arbitrate any dispute. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee, or the Federal court for the Eastern District of Tennessee. Service of process shall comply with the Tennessee Rules of Civil Procedure or if applicable the Federal Rules of Civil Procedure, and City does not agree to any other service of process procedure. In the event of litigation between City and OpenGov each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

**10.11 No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to OpenGov or any other person or entity, including a third party

beneficiary, in the event any provision of the Agreement is unenforceable, there is any default or breach by City, for any amount which may become due and the Agreement, or on any obligations under the terms of the Agreement.

**10.12 Indemnity and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless OpenGov or any other person or entity is deleted. No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*

**10.13 Accessibility.** OpenGov warrants that the software conforms to the accessibility guidelines as outlined below. Notwithstanding the foregoing, City acknowledges and understands the legal and practical distinction between 'software' and 'content,' and further agrees that City, not OpenGov, shall have sole responsibility for WCAG 2.2 and Section 508 compliance as it relates to content. OpenGov is committed to making accessible the Software Services while delivering compelling services to our customer communities aligned with current accessibility standards. OpenGov's intention is to:

- Develop and maintain the OpenGov Open Data Software Services in accordance to the recognized requirements of Section 508 while meeting WCAG 2.1 Level AA Standards
- Assure any new functional enhancements to the OpenGov CIT Software Service public portal will align with the accessibility requirements above
- Prioritize for 2023 improvements in the OpenGov Open Data Software Service Public Portal, followed by the OpenGov Open Data S Employee Application
- Conduct regular conformance assessments per the above standards

OpenGov's current Voluntary Product Accessibility Template (VPAT) rates the OpenGov Open Data S Software Services Public Portal as "good" per accessibility standards, but more work will be required into 2023 to more fully align to Section 508 requirements and further improve accessibility. If Customer is interested in further details of the work underway, the findings of OpenGov's VPAT and short to medium-term improvements planned, OpenGov welcomes a short update call to provide that information.

**10.14 No Presumption Against Drafter.** This Agreement shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

**10.15 Counterparts.** This Agreement may be executed in one or more counterparts by City and OpenGov. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

**10.16 Complete Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[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 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 6th day of June, 2023.



\_\_\_\_\_  
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 the Mayor to Execute the 2024-2027 Agreement with the City of Bristol, TN as Lead Entity for the Northeast Tennessee/Virginia HOME Consortium**

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

Action Form No.: AF-103-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 6, 2023  
Staff Work By: Michael Price  
Presentation By: M. Price

**Recommendation:**  
Approve Authorizing Resolution

**Executive Summary:**  
Resolution Authorizes the Mayor to execute the 2024-2027 Agreement with the City of Bristol, TN as lead entity for the Northeast Tennessee/Virginia HOME Consortium.

The attached resolution authorizes the Mayor to execute all necessary documents.

The Northeast Tennessee / Virginia HOME Consortium consists of Bristol, Tennessee and Bristol, Virginia, Kingsport, Johnson City, Bluff City, Sullivan, and Washington Counties, Tennessee.

- The Consortium has concentrated on the following HOME objectives:
- Provide decent affordable housing to lower-income households;
  - Expand the capacity of nonprofit housing providers;
  - Expand the ability of state and local governments to provide housing; and
  - Leverage private sector participation
  - Homeownership (down-payment and closing cost assistance)
  - Owner-occupied rehabilitation/reconstruction activities for low and moderate-income households

- Attachments:**
1. Resolution
  2. Authorization Form

Item X13.

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE RENEWAL OF THE CURRENT AGREEMENT WITH THE CITY OF BRISTOL, TENNESSEE AS THE LEAD ENTITY FOR THE NORTHEAST TENNESSEE/SOUTHWEST VIRGINIA HOME CONSORTIUM

WHEREAS, the City of Kingsport desires to continue as a member of the Northeast Tennessee/Southwest Virginia HOME Consortium for an additional three-year period; and

WHEREAS, the participating members are required by the Department of Housing and Urban Development to enter into an agreement as a sub-recipient to the Lead Entity of a HOME Consortium; and;

WHEREAS, the City of Kingsport wishes to implement the activities described in the Consortium's Consolidated Plan as approved by the Department of Housing and Urban Development; and

WHEREAS, the funding is dependent upon completion and execution of certain documents.

Now therefore,

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

SECTION I. That the renewal of the current agreement with the City of Bristol, Tennessee as the Lead Entity for the Northeast Tennessee/Southwest Virginia HOME Consortium is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the renewal of the agreement with the City of Bristol, Tennessee as the Lead Entity for the Northeast Tennessee/Southwest Virginia HOME Consortium along with all other documents necessary and proper to effectuate the purpose of the renewal to continue as a member of the Northeast Tennessee/Southwest Virginia Home Consortium for an additional three-year period..

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

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

ADOPTED this the 6th day of June, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

**NORTHEAST TENNESSEE / VIRGINIA HOME CONSORTIUM  
2024-2027 QUALIFICATION PERIOD**



Yes, we wish to continue as a member of the Northeast Tennessee/Virginia HOME Consortium for an additional three-year period.

No, we do not wish to continue as a member of the Northeast Tennessee/Virginia HOME Consortium for an additional three-year period.

Community Name: The City of Kingsport

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Please return by June 15, 2023, to:  
Christina Blevins  
Community Development Specialist  
P.O. Box 1189  
Bristol, TN 37621



**AGENDA ACTION FORM**

**Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Orth Construction, Related to the Hunts Crossing Phase 3 Development**

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

Action Form No.: AF-98-2023  
Work Session: June 5, 2023  
First Reading: N/A  
Final Adoption: June 6, 2023  
Staff Work By: G. Burton/J. Williams  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developer’s use within the developer’s proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to this policy, the BMA entered into a Materials Agreement with Orth Construction related to the Hunts Crossing Phase 3 Development, in the amount of \$37,073.45. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$33,742.02.

To date, including this development, the program has supported 1,425 new/proposed lots within the City of Kingsport.

- Attachments:**
1. Resolution
  2. Closeout Worksheet
  3. Location Map
  4. As-Built Drawings

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

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

A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO ORTH CONSTRUCTION COMPANY, GP FOR THE HUNTS CROSSING PHASE 3 DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Orth Construction Company, GP entered into a Materials Agreement in the total amount of \$37,073.45, with the city for the provision of certain water and sewer materials by the city for Hunts Crossing Phase 3 Development; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$33,742.02, for Hunts Crossing Phase 3 Development; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Orth Construction Company, GP, in the amount of \$33,742.02 for Hunts Crossing Phase 3 Development, is approved.

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

ADOPTED this the 6th day of June, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, CITY ATTORNEY

# Materials Agreement

Project: Hunts Crossing Phase 3  
 Date: April 11, 2023  
 Developer: Orth Construction

File No.: 2021-D7

## Water Line

Item #	Item Description	Units	U/M	Price	Total
41446	6" DI push on pipe	500.00	ft	\$20.77	\$10,385.00
42325	6' mj gate valve	8.00	ea	\$578.00	\$4,624.00
42120	4' bury hydrant	2.00	ea.	\$1,610.00	\$3,220.00
43032	6x6x6 Anchor Tee	2.00	ea	\$179.74	\$359.48
42845	6x18 MJ anchor coupling	2.00	ea	\$180.31	\$360.62
41951	6" MJ Plug w/2" tap	1.00	ea	\$84.09	\$84.09
Project #	<b>WA2255</b>				
Expense To:					
Project Total	<b>451-0000-605-9003</b>				\$19,033.19
Sales Tax	<b>451-0000-207-0201</b>				9.50% \$1,808.15
Total Cost Including Tax					\$20,841.34
Amount Paid and Receipted To:					
Contractor Paid	<b>451-0000-208-1250</b>				\$18,276.83
Sales Tax:	<b>451-0000-207-0201</b>				9.50% \$1,736.30
Total Cost Including Tax					\$20,013.13
<b>Sales Tax Adjustment</b>					\$71.85
<b>Water</b>	<b>Refund Due Developer</b>				<b>\$18,204.98</b>



## Materials Agreement

Project: Hunts Crossing Phase 3  
 Date: April 11, 2023  
 Developer: Orth Construction

File No.: 2021-D7

### Sanitary Sewer

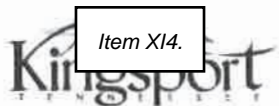
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 13' sdr-35 gsktd sewer pipe	69.00	jt	\$144.90	\$9,998.10
45057	8" x 6" tee wye gsktd sewer	17.00	ea	\$63.14	\$1,073.38
45112	manhole covers v-1312-44	4.00	ea	\$253.76	\$1,015.04
45221	24" manhole conc. Cone	3.00	ea	\$197.00	\$591.00
45226	Manhole base	4.00	ea	\$550.00	\$2,200.00
45230	4" grade ring riser	2.00	ea	\$41.00	\$82.00
45231	6" grade ring riser	1.00	ea	\$57.00	\$57.00
45219	16" concrete manhole cone	1.00	ea	\$170.00	\$170.00
45203	Extra boot charge	2.00	ea	\$56.00	\$112.00
45455 N/s	48" concrete riser	2.00	ea	\$368.00	\$736.00
Project #	<b>SW2255</b>				
Expense To:					
Project Total	<b>452-0000-606-9003</b>				\$16,034.52
Sales Tax	<b>452-0000-207-0201</b>				9.50% \$1,523.28
Total Cost Including Tax					\$17,557.80
Amount Paid and Received To:					
Contractor Paid	<b>452-0000-208-1250</b>				\$15,580.20
Sales Tax:	<b>452-0000-207-0201</b>				9.50% \$1,480.12
Total Cost Including Tax					\$17,060.32
					\$43.16
<b>Sales Tax Adjustment</b>					
					\$15,537.04
<b>Sewer</b>	<b>Refund Due Developer</b>				
					\$33,742.02
Total Refund					

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: Donna Lipoma  
 Date: 05/15/23

City of Kingsport Inspector: Stephen Rott  
 Date: 05/12/23

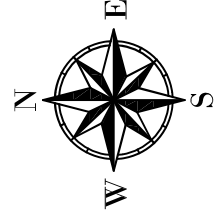
Developer: George C. Hunt  
 Date: 5/3/23



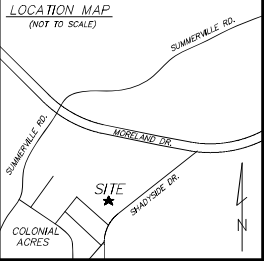




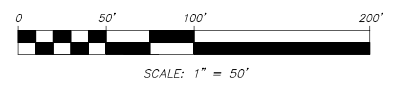
Item X14.



HUNTS CROSSING  
KINGSPORT, TENNESSEE

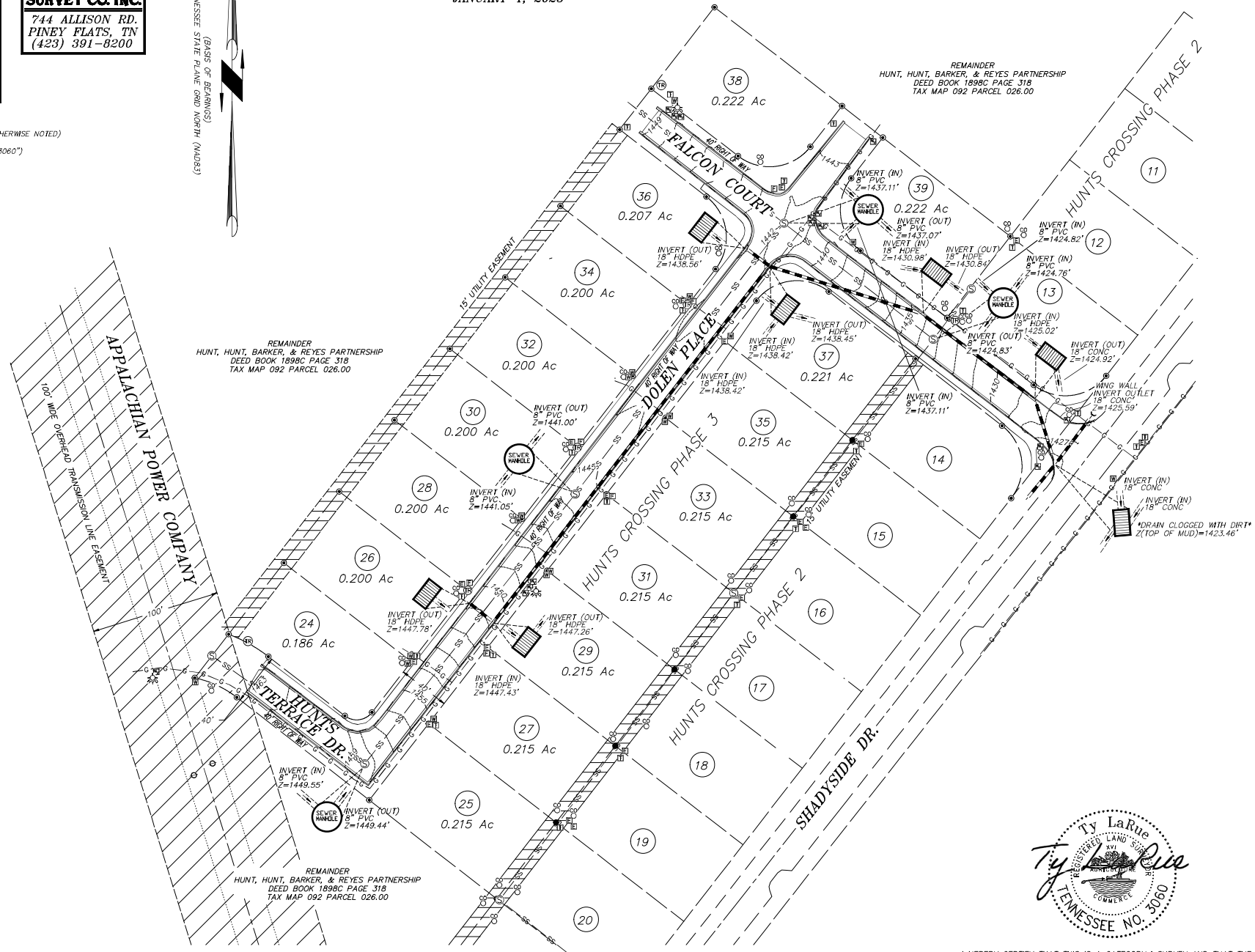


AS BUILT SURVEY OF  
**HUNTS CROSSING PHASE 3 - LOTS 24-39**  
 13TH CIVIL DISTRICT  
 SULLIVAN COUNTY, TENNESSEE  
 JANUARY 4, 2023



- LEGEND**
- IRON ROD OLD (FOUND/UNLESS OTHERWISE NOTED)
  - IRON ROD NEW (SET)
  - (1/2" RESAR CAPPED "LARUE TN#3060")
  - CENTERLINE
  - EASEMENT MARGIN
  - PAVED ROAD
  - LOT LINES
  - ④ LOT NUMBER
  - ☎ TELEPHONE/CABLE BOX
  - ⊠ WATER METER
  - ⊠ ELECTRIC BOX
  - ⊠ TIE/R OPTICS BOX
  - ⊠ WATER VALVE
  - ⊠ TRANSFORMER BOX
  - ⊠ CLEANOUT
  - ⊠ FIRE HYDRANT
  - ⊠ SEWAGE MANHOLE
  - ⊠ UTILITY POLE
  - OVERHEAD UTILITY LINE
  - G — GAS LINE
  - SS — SEWER LINE
  - STORM PIPE
  - R/W RIGHT OF WAY
  - HDPE HIGH DENSITY POLY PIPE

(BASIS OF BEARINGS)  
 TENNESSEE STATE PLANE GRID NORTH (NAD83)



REMAINDER  
 HUNT, HUNT, BARKER, & REYES PARTNERSHIP  
 DEED BOOK 1898C PAGE 318  
 TAX MAP 092 PARCEL 026.00

REMAINDER  
 HUNT, HUNT, BARKER, & REYES PARTNERSHIP  
 DEED BOOK 1898C PAGE 318  
 TAX MAP 092 PARCEL 026.00

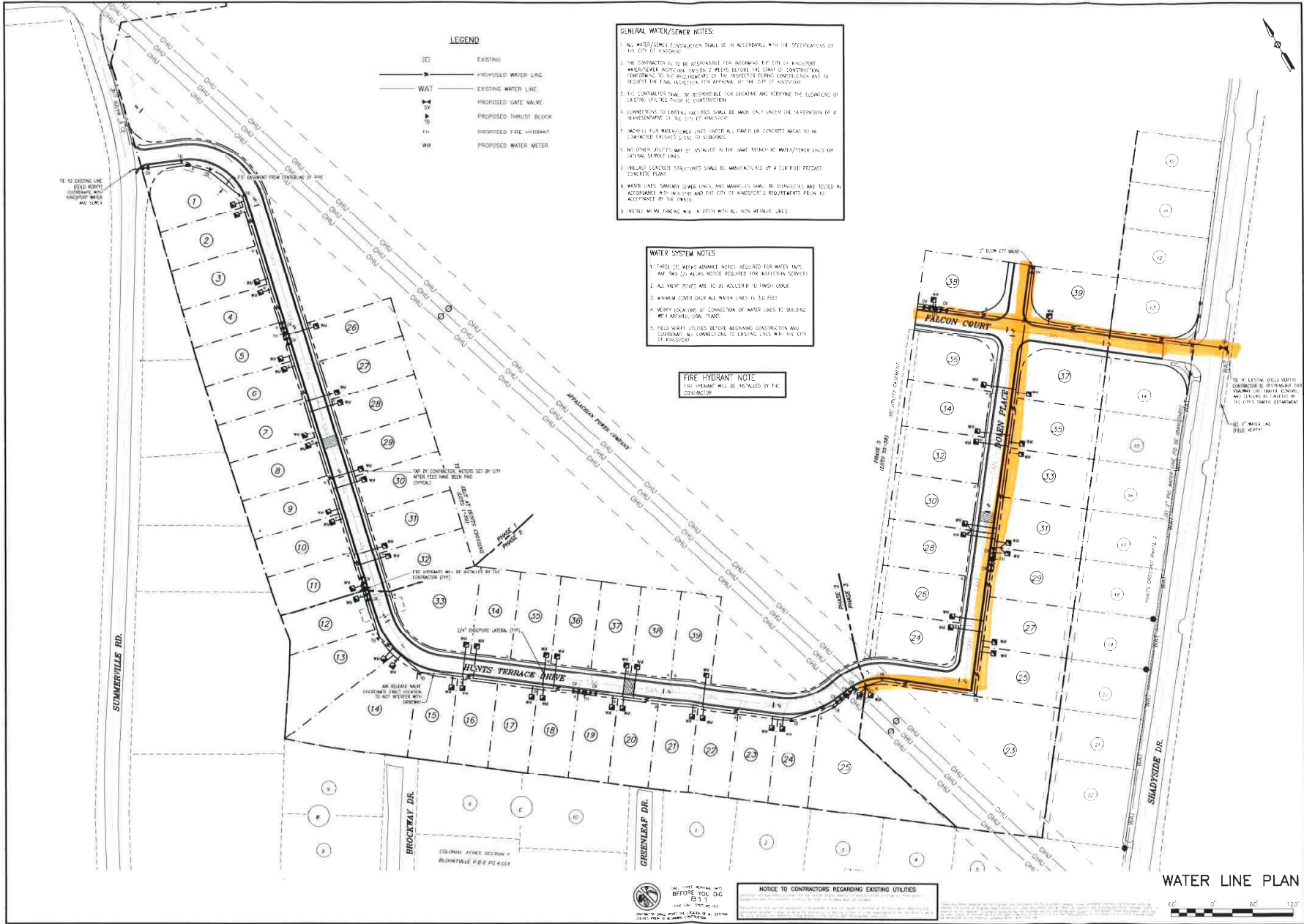
REMAINDER  
 HUNT, HUNT, BARKER, & REYES PARTNERSHIP  
 DEED BOOK 1898C PAGE 318  
 TAX MAP 092 PARCEL 026.00



I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000 AS SHOWN HEREON AND IS DONE IN COMPLIANCE WITH THE "TENNESSEE MINIMUM STANDARDS OF PRACTICE".

Item X14.





**LEGEND**

(E)	EXISTING
---	PROPOSED WATER LINE
---	EXISTING WATER LINE
○	PROPOSED GATE VALVE
○	PROPOSED THRUST BLOCK
○	PROPOSED FIRE HYDRANT
○	PROPOSED WATER METER

**GENERAL WATER/SEWER NOTES:**

1. ALL WATER/SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY OF KINGSPORT.
2. THE CONTRACTOR IS TO BE RESPONSIBLE FOR NOTIFYING THE CITY OF KINGSPORT WATER/SEWER DEPARTMENT ON DAY 21 PRIOR TO THE START OF CONSTRUCTION. FORWARDING TO THE REQUIREMENTS OF THE PROJECT'S EXISTING CONSTRUCTION AND TO REQUEST THE FINAL INSPECTION FOR APPROVAL BY THE CITY OF KINGSPORT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE EXISTING OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. CONNECTIONS TO EXISTING UTILITIES SHALL BE MADE ONLY UNDER THE SUPERVISION OF A REPRESENTATIVE OF THE CITY OF KINGSPORT.
5. WORK FOR WATER/SEWER LINES UNDER ALL PAVED OR CONCRETE AREAS TO BE CONTRACTOR'S RESPONSIBILITY TO SUBGRADE.
6. ALL OTHER UTILITIES MUST BE INSTALLED IN THE SAME TRENCH AS WATER/SEWER LINES OR UTILITY SERVICE LINES.
7. PRECAST CONCRETE STRUCTURES SHALL BE MANUFACTURED BY A CERTIFIED PRECAST CONCRETE PLANT.
8. WATER LINES, SANITARY SEWER LINES, AND MANHOLE SHALL BE BENEATH AND TESTED IN ACCORDANCE WITH THE CITY OF KINGSPORT'S REQUIREMENTS PRIOR TO ACCEPTANCE BY THE OWNER.
9. INSTALL 18" MIN. TRACING WIRE IN TRENCH WITH ALL NEW UTILITY LINES.

**WATER SYSTEM NOTES**

1. THERE IS 14 DAYS ADVANCE NOTICE REQUIRED FOR WATER MTS AND TWO (2) WEEKS NOTICE REQUIRED FOR INSPECTION SERVICES.
2. ALL VALVE BOXES ARE TO BE ACCESSIBLE TO FINISH GRADE.
3. MINIMUM COVER OVER ALL WATER LINES IS 3.0 FEET.
4. VERIFY LOCATIONS OF CONNECTION OF WATER LINES TO BUILDING WITH ARCHITECTURAL PLANS.
5. FIELD VERIFY UTILITIES BEFORE BEGINNING CONSTRUCTION AND CORRECTING ALL CONNECTIONS TO EXISTING LINES WITH THE CITY OF KINGSPORT.

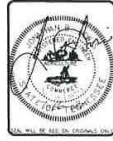
**FIRE HYDRANT NOTE**  
FIRE HYDRANT WILL BE INSTALLED BY THE CONTRACTOR.

**NOTICE TO CONTRACTORS REGARDING EXISTING UTILITIES**

ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD PLANS AND FIELD SURVEY. CONTRACTORS SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY CHANGES TO THE LOCATION OR DEPTH OF UTILITIES SHALL BE NOTIFIED TO THE CITY OF KINGSPORT PRIOR TO CONSTRUCTION.

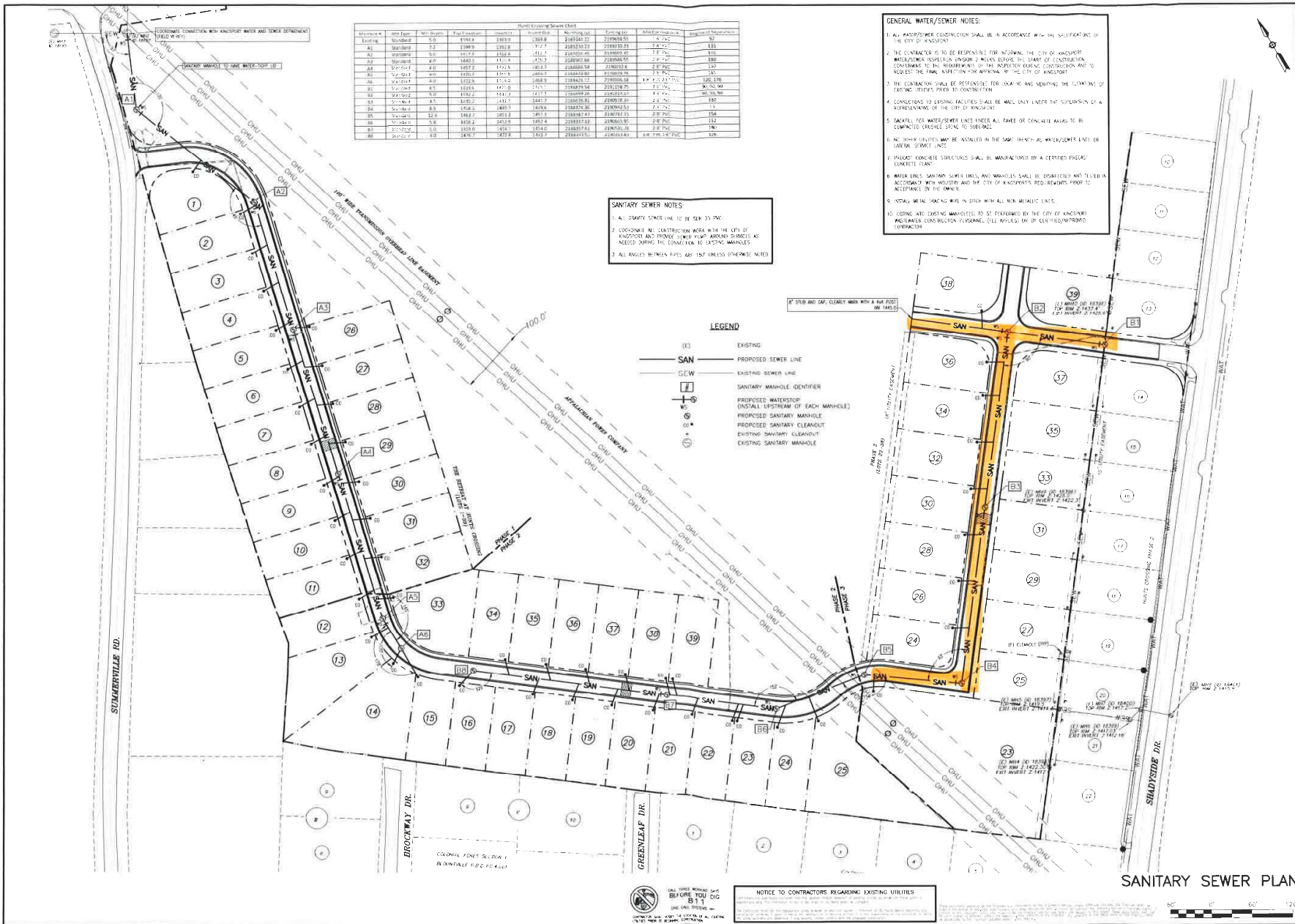
REV.	DATE	BY

**PROPOSED CONSTRUCTION PLANS**  
**HUNTS CROSSING SUBDIVISION**  
KINGSPORT, TENNESSEE  
**WATER LINE PLAN**



DRAWN BY:	CSL
CHECKED BY:	JBL
DATE:	7-16-23
SCALE:	AS SHOWN
DRAWING NAME:	HUNTS CROSSING 72
SHEET NUMBER:	C7
	16
	SHEETS

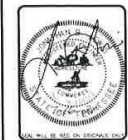
Item X14.



REV.	DATE	BY

**PROPOSED CONSTRUCTION PLANS**  
**HUNTS CROSSING SUBDIVISION**  
 KINGSPORT, TENNESSEE

**SANITARY SEWER PLAN**



DRAWN BY:	JEL
CHECKED BY:	JEL
DATE:	7-18-23
SCALE:	1"=60'
DRAWING NAME:	HUNTS CROSSING
SHEET NUMBER:	16

Item X14.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award the Bid to Traxon Construction, Inc. for the Washington County Water Project, and Authorize the Mayor to Sign all Applicable Documents**

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

Action Form No.: AF-154-2023  
Work Session: June 5, 2023  
First Reading: N/A  
Final Adoption: June 6, 2023  
Staff Work By: P. Gilmer  
Presentation By: R. McReynolds

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
Bids were opened on March 29, 2023, for the Washington County Water Project. This project consists of construction of approximately 9,232 L.F. of 8-inch DIP, 120 L.F. of 8-inch HDPE, 11,575 L.F. of 6-inch DIP, 2,063 L.F. of 4-inch PVC, and all related appurtenances to serve the Deakins Road, Double Springs Road, Hunt Road, and Link Road areas. The project shall be completed in 365 calendar days.

City staff reviewed the bids and recommend awarding the contract to the apparent low bidder, Traxon Construction, Inc., in the amount of \$2,282,938.19.

Base Bid: \$2,282,938.19  
Contingency (6%): \$ 137,061.81  
Engineering, Admin., Inspection (14%): \$ 352,700.00  
Total Project Costs: \$2,772,700.00

Funding is available and identified in WA2303. Washington County will fund \$472,700.00 and the TDEC's ARP Non-Competitive Grant will award a grant of \$2,300,000.00 which equals total project costs.

- Attachments:**
1. Resolution
  2. Bid Opening Minutes
  3. Bid Tabulation
  4. Location Map
  5. Agreement

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

Item XI5.

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

A RESOLUTION AWARDDING THE BID FOR THE WASHINGTON COUNTY WATER PROJECT TO TRAXON CONSTRUCTION, 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 March 29, 2023, for the Washington County Water Project; and

WHEREAS, upon review of the bids, the board finds Traxon Construction, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of a new water line for Deakins Road, Double Springs Road, and Link Road with an expansion of an existing water line on Hunt Road with Traxon Construction, Inc. at an estimated construction cost of \$2,282,938.19; and

WHEREAS, funding is identified in project number WA2303, Washington County will fund \$472,700.00 and the Tennessee Department of Environment and Conservation ARP Non-Competitive Grant will award a grant of \$2,300,000.00 which equals the total project costs.

Now therefore,

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

SECTION I. That the bid for the Washington County Water Project, consisting of construction of a new water line for Deakins Road, Double Springs Road, and Link Road with an expansion of an existing water line on Hunt Road at an estimated construction cost of \$2,282,938.19 is awarded to Traxon Construction, 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 6th day of June, 2023.

---

PATRICK W. SHULL, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



MINUTES  
BID OPENING  
March 29, 2023  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager; Harris Darby, Civil Engineer; Pamela Gilmer, Engineering; Ken Rea and Christina Wichlin, First TN Development District

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

The Procurement Manager opened with the following bids:

WASHINGTON COUNTY WATER PROJECT	
Vendor:	Total Cost:
Merkel Bros.Construction, Inc.	\$2,541,606.00
GRC Civil Services, Inc.	\$2,879,634.00
McFall Excavating, Inc.	\$2,762,475.00
Traxon Construction, Inc.	\$2,280,102.54
Thomas Construction Co., Inc.	\$3,662,752.00

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

BID TABULATION FOR WASHINGTON COUNTY WATER PROJECT (2021-C26)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	CITY OF KINGSPORT ESTIMATE		TRAXON CONSTRUCTION, INC.		MERKEL BROS. CONST., INC.		MCFALL EXCAVATING, INC.		GRC CIVIL SERVICES, INC.		THOMAS CONST. CO., INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	MOBILIZATION (SECTION 02 41 00)	\$ 160,000.00	\$ 160,000.00	\$ 84,000.00	\$ 84,000.00	\$ 165,000.00	\$ 165,000.00	\$ 100,000.00	\$ 100,000.00	\$ 140,000.00	\$ 140,000.00	\$ 145,000.00	\$ 145,000.00
2	1	LS	CLEARING AND GRUBBING, & GRADING	\$ 36,500.00	\$ 36,500.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 40,485.00	\$ 40,485.00	\$ 22,635.00	\$ 22,635.00
3	1	LS	TOPSOIL, MULCHING, SEEDING & STRAWING	\$ 29,500.00	\$ 29,500.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 61,527.00	\$ 61,527.00	\$ 24,195.00	\$ 24,195.00
4	4,363	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	\$ 35.00	\$ 152,705.00	\$ 35.00	\$ 152,705.00	\$ 35.00	\$ 152,705.00	\$ 35.00	\$ 152,705.00	\$ 35.00	\$ 152,705.00	\$ 35.00	\$ 152,705.00
5	9,062	TONS	BACKFILL STONE - PUG (SECTION 31 22 16)	\$ 24.00	\$ 217,488.00	\$ 30.50	\$ 276,391.00	\$ 15.00	\$ 135,930.00	\$ 35.00	\$ 317,170.00	\$ 26.00	\$ 235,612.00	\$ 46.00	\$ 416,852.00
6	121	TONS	ASPHALT TRENCH REPAIR (BINDER) 4-INCHES (SECTION 32 12 16)	\$ 100.00	\$ 12,100.00	\$ 145.00	\$ 17,545.00	\$ 200.00	\$ 24,200.00	\$ 180.00	\$ 21,780.00	\$ 442.00	\$ 53,482.00	\$ 565.00	\$ 68,365.00
7	46	TONS	ASPHALT DRIVEWAY/PARKING LOT REPAIRS (SURFACE) 3-INCHES (SECTION 32 12 16)	\$ 95.00	\$ 4,370.00	\$ 175.00	\$ 8,050.00	\$ 210.00	\$ 9,660.00	\$ 165.00	\$ 7,590.00	\$ 442.00	\$ 20,332.00	\$ 585.00	\$ 26,910.00
8	73	SY	CONCRETE DRIVEWAY/PARKING LOT REPAIRS 6-INCHES (SECTION 32 13 13)	\$ 125.00	\$ 9,125.00	\$ -	\$ -	\$ 100.00	\$ 7,300.00	\$ 150.00	\$ 10,950.00	\$ 496.00	\$ 36,208.00	\$ 365.00	\$ 26,645.00
9	30	TONS	PUG STONE GRAVEL DRIVEWAY REPAIRS 4-INCHES (SECTION 31 22 16)	\$ 24.00	\$ 720.00	\$ 30.50	\$ 915.00	\$ 30.00	\$ 900.00	\$ 35.00	\$ 1,050.00	\$ 31.00	\$ 930.00	\$ 46.00	\$ 1,380.00
10	9,232	LF	8-INCH DUCTILE IRON PIPE (SECTION 33 11 00)	\$ 45.00	\$ 415,440.00	\$ 69.22	\$ 639,039.04	\$ 65.00	\$ 600,080.00	\$ 76.00	\$ 701,632.00	\$ 68.00	\$ 627,776.00	\$ 109.00	\$ 1,006,288.00
11	120	LF	8-INCH HDPE (SECTION 33 11 00)	\$ 50.00	\$ 6,000.00	\$ 142.00	\$ 17,040.00	\$ 90.00	\$ 10,800.00	\$ 75.00	\$ 9,000.00	\$ 281.00	\$ 33,720.00	\$ 508.00	\$ 60,960.00
12	11,575	LF	6-INCH DUCTILE IRON PIPE (SECTION 33 11 00)	\$ 40.00	\$ 463,000.00	\$ 57.20	\$ 662,080.00	\$ 80.00	\$ 926,000.00	\$ 68.00	\$ 787,100.00	\$ 72.00	\$ 833,400.00	\$ 96.00	\$ 1,111,200.00
13	2,063	LF	4-INCH PVC PIPE INCLUDING FITTINGS (SECTION 33 11 00)	\$ 35.00	\$ 72,205.00	\$ 26.97	\$ 55,639.11	\$ 37.00	\$ 76,331.00	\$ 46.00	\$ 94,898.00	\$ 56.00	\$ 115,528.00	\$ 42.00	\$ 86,646.00
14	10	EA	8-INCH GATE VALVES & BOXES (SECTION 33 11 00)	\$ 1,500.00	\$ 15,000.00	\$ 2,858.96	\$ 28,589.60	\$ 3,000.00	\$ 30,000.00	\$ 2,800.00	\$ 28,000.00	\$ 3,082.00	\$ 30,820.00	\$ 2,626.00	\$ 26,260.00
15	13	EA	6-INCH GATE VALVES & BOXES (SECTION 33 11 00)	\$ 1,200.00	\$ 15,600.00	\$ 2,100.00	\$ 27,300.00	\$ 2,000.00	\$ 26,000.00	\$ 2,200.00	\$ 28,600.00	\$ 2,316.00	\$ 30,108.00	\$ 1,747.00	\$ 22,711.00
16	3	EA	4-INCH GATE VALVES & BOXES (SECTION 33 11 00)	\$ 1,000.00	\$ 3,000.00	\$ 1,697.11	\$ 5,091.33	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00	\$ 4,800.00	\$ 2,126.00	\$ 6,378.00	\$ 1,471.00	\$ 4,413.00
17	20	EA	1-INCH AIR RELEASE VALVE AND BOX (SECTION 33 11 00)	\$ 950.00	\$ 19,000.00	\$ 1,541.20	\$ 30,824.00	\$ 1,500.00	\$ 30,000.00	\$ 1,800.00	\$ 36,000.00	\$ 1,632.00	\$ 32,640.00	\$ 3,223.00	\$ 64,460.00
18	15	EA	2-INCH BLOW OFF ASSEMBLY (SECTION 33 11 00)	\$ 1,885.00	\$ 28,275.00	\$ 2,920.00	\$ 43,800.00	\$ 2,000.00	\$ 30,000.00	\$ 3,000.00	\$ 45,000.00	\$ 3,576.00	\$ 53,640.00	\$ 4,761.00	\$ 71,415.00
19	6	EA	FIRE HYDRANT ASSEMBLY - COMPLETE INCLUDES TEE, VALVE & HYDRANT (SECTION 33 11 00)	\$ 4,405.00	\$ 26,430.00	\$ 4,100.00	\$ 24,600.00	\$ 7,000.00	\$ 42,000.00	\$ 5,000.00	\$ 30,000.00	\$ 9,445.00	\$ 56,670.00	\$ 5,603.00	\$ 33,618.00
20	55	EA	SERVICE CONNECTION TO EXISTING 3/4" - SHORT WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 1,500.00	\$ 82,500.00	\$ 1,600.00	\$ 88,000.00	\$ 1,500.00	\$ 82,500.00	\$ 1,900.00	\$ 104,500.00	\$ 2,045.00	\$ 112,475.00	\$ 1,651.00	\$ 90,805.00
21	18	EA	SERVICE CONNECTION TO EXISTING 3/4" - LONG WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 1,950.00	\$ 35,100.00	\$ 2,120.00	\$ 38,160.00	\$ 2,000.00	\$ 36,000.00	\$ 3,300.00	\$ 59,400.00	\$ 3,085.00	\$ 55,530.00	\$ 3,620.00	\$ 65,160.00
22	3	EA	SERVICE CONNECTION TO EXISTING 1" - SHORT WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 1,950.00	\$ 5,850.00	\$ 1,920.00	\$ 5,760.00	\$ 1,600.00	\$ 4,800.00	\$ 2,100.00	\$ 6,300.00	\$ 2,500.00	\$ 7,500.00	\$ 1,988.00	\$ 5,964.00
23	3	EA	SERVICE CONNECTION TO EXISTING 1" - LONG WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 2,100.00	\$ 6,300.00	\$ 2,835.65	\$ 8,506.95	\$ 2,200.00	\$ 6,600.00	\$ 3,500.00	\$ 10,500.00	\$ 3,500.00	\$ 10,500.00	\$ 3,956.00	\$ 11,868.00
24	2	EA	6-INCH X 6-INCH WET TAP WITH TAPPING VALVE AND BOX (SECTION 33 11 00)	\$ 3,700.00	\$ 7,400.00	\$ 4,001.83	\$ 8,003.66	\$ 4,000.00	\$ 8,000.00	\$ 9,000.00	\$ 18,000.00	\$ 8,943.00	\$ 17,886.00	\$ 8,566.00	\$ 17,132.00
25	1	EA	4-INCH X 4-INCH WET TAP WITH TAPPING VALVE AND BOX (SECTION 33 11 00)	\$ 3,500.00	\$ 3,500.00	\$ 3,560.22	\$ 3,560.22	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 8,028.00	\$ 8,028.00	\$ 6,808.00	\$ 6,808.00
26	4	EA	8-INCH CONNECTIONS (SECTION 33 11 00)	\$ 4,900.00	\$ 19,600.00	\$ 2,393.60	\$ 9,574.40	\$ 4,000.00	\$ 16,000.00	\$ 8,000.00	\$ 32,000.00	\$ 5,959.00	\$ 23,836.00	\$ 5,748.00	\$ 22,992.00
27	1	EA	6-INCH CONNECTIONS (SECTION 33 11 00)	\$ 3,850.00	\$ 3,850.00	\$ 5,813.48	\$ 5,813.48	\$ 6,500.00	\$ 6,500.00	\$ 7,000.00	\$ 7,000.00	\$ 5,959.00	\$ 5,959.00	\$ 10,336.00	\$ 10,336.00
28	1	EA	4-INCH CONNECTIONS (SECTION 33 11 00)	\$ 3,000.00	\$ 3,000.00	\$ 2,692.10	\$ 2,692.10	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,959.00	\$ 5,959.00	\$ 6,831.00	\$ 6,831.00
29	2	EA	CUT-AND-PLUG EXISTING WATERLINE - 6-INCH AND SMALLER (SECTION 33 11 00)	\$ 1,200.00	\$ 2,400.00	\$ 1,624.15	\$ 3,248.30	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 4,812.00	\$ 9,624.00
30	3	EA	STREAM CROSSING	\$ 5,000.00	\$ 15,000.00	\$ 2,800.00	\$ 8,400.00	\$ 10,000.00	\$ 30,000.00	\$ 15,000.00	\$ 45,000.00	\$ 20,000.00	\$ 60,000.00	\$ 11,539.00	\$ 34,617.00
31	4	EA	REMOVE EXISTING VALVE BOXES (SECTION 33 11 00)	\$ 240.00	\$ 960.00	\$ 100.00	\$ 400.00	\$ 250.00	\$ 1,000.00	\$ 1,500.00	\$ 6,000.00	\$ 250.00	\$ 1,000.00	\$ 906.00	\$ 3,624.00
32	3	EA	REMOVE EXISTING BLOW OFFS (SECTION 33 11 00)	\$ 500.00	\$ 1,500.00	\$ 400.00	\$ 1,200.00	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ 6,000.00	\$ 500.00	\$ 1,500.00	\$ 906.00	\$ 2,718.00
33	1	EA	PROJECT SIGN (SECTION 01 50 00)	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,615.00	\$ 1,615.00
<b>Project Total:</b>				<b>\$ 1,874,918.00</b>	<b>\$ 2,282,938.19</b>	<b>\$ 2,541,606.00</b>	<b>\$ 2,762,475.00</b>	<b>\$ 2,879,634.00</b>	<b>\$ 3,662,752.00</b>						

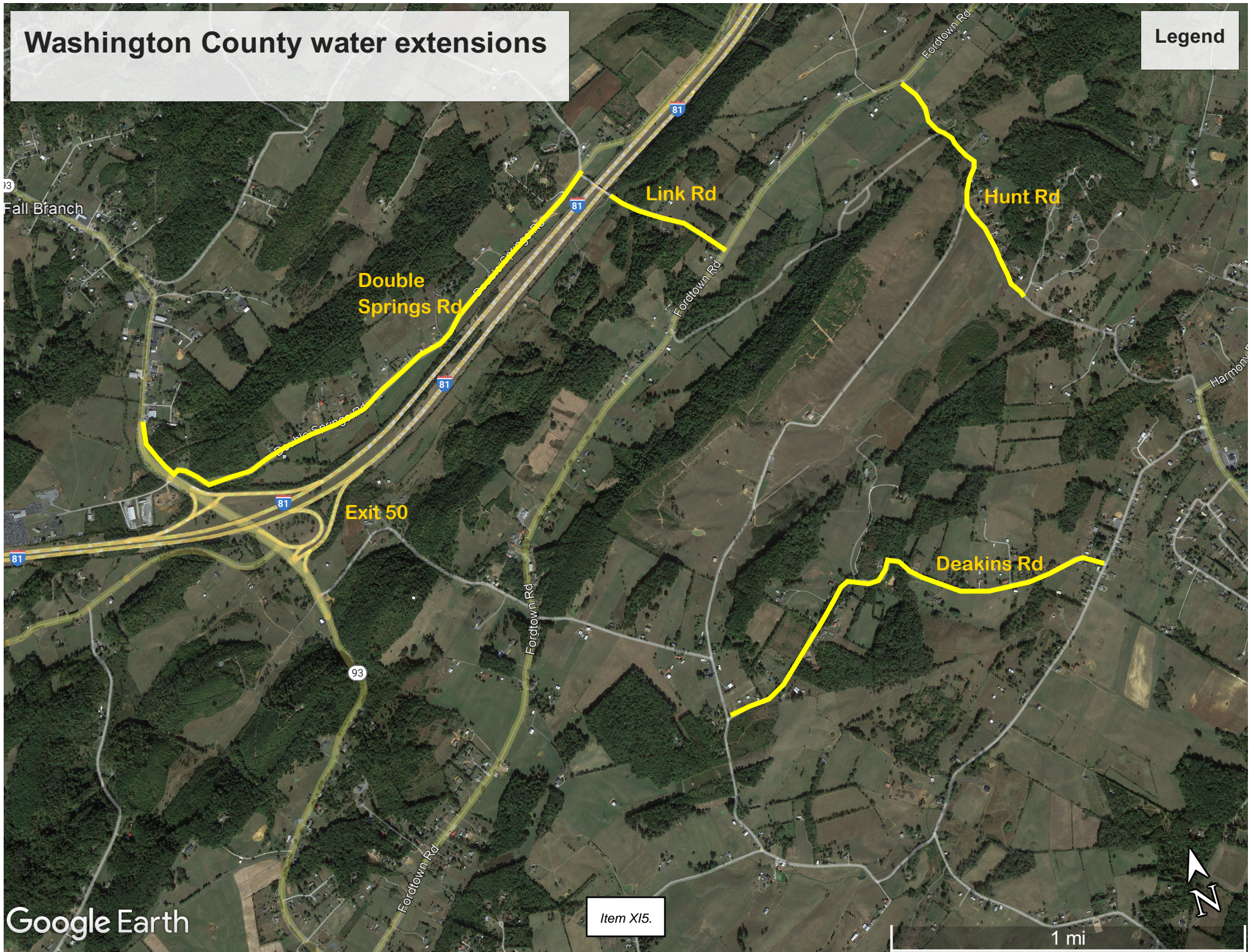


Item XI5.



# Washington County water extensions

Legend



Google Earth

Item XI5.

1 mi



# AGREEMENT

This Agreement is entered into this the 27<sup>th</sup> day of January, 2022<sup>3</sup>, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of Tennessee, and the WASHINGTON COUNTY, TN, hereinafter referred to as "Washington County", a subdivision of the state of Tennessee.

## WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the extension of public water service to various locations in Washington County.

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

**Section 1.** As a condition precedent to Washington County providing its obligations set out in this Agreement, Kingsport will extend or upgrade Kingsport's water distribution system, providing adequate service for the following areas:

- a. Deakins Rd from Logan's Chapel Rd to Painter Rd (approx. 7,400 ft)
- b. Double Springs Rd from SR 93 to Lady Ln (approx. 9,400 ft)
- c. Hunt Rd from Fordtown Rd to Harmony Farms Dr (approx. 4,200 ft)
- d. Link Rd from Fordtown Rd to I-81 (approx. 2,100 ft)

**Section 2.** Upon successful bid opening for this project, Washington County will provide funds to Kingsport for the following:

- a. Construction costs for work described in Section 1, along with contingency funds equaling 6% of construction costs;
- b. Engineering fees covering survey, design, and construction management totaling 14% of construction cost;
- c. Any funds not used for the work described in Section 1 will be returned to Washington County within 60 days of close out of project with contractor.

**Section 3.** The construction of water service is to be completed in approximately 12 months from notice to proceed from lowest compliant bidder.

**Section 4.** This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

**Section 5.** Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

**Section 6.** In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

**Section 7.** The failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of such default for a period of thirty (30) days after the defaulting party's receipt of written notice from the non-defaulting party of said failure will be a default. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 7, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this Agreement. Venue for any litigation for any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, will be the state courts for Kingsport, Sullivan County, Tennessee. This Agreement will be construed under and will be governed by the laws of the state of Tennessee.

**Section 8.** Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:  
Assistant Utilities Director – Engineering / Operations  
City of Kingsport  
1113 Konnarock Rd  
Kingsport, Tennessee 37664

with copy to:

City Attorney  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

To Washington County:  
Mayor Joe Grandy  
110 E. Main Street  
Jonesborough, TN 37659

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

**Section 9.** Both parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

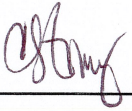
**Section 10.** This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

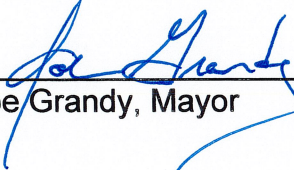


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

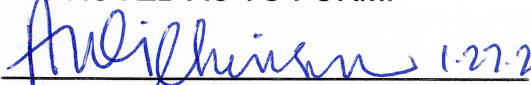
**WASHINGTON COUNTY**

ATTEST:

  
\_\_\_\_\_

By:   
\_\_\_\_\_   
Joe Grandy, Mayor

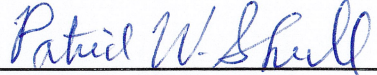
APPROVED AS TO FORM:

 1-27-2023  
\_\_\_\_\_   
Allyson Wilkinson  
Attorney for Washington County

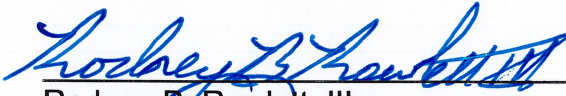
**CITY OF KINGSPORT, TENNESSEE**

ATTEST:

  
\_\_\_\_\_   
Lisa Winkle, City Recorder

By:   
\_\_\_\_\_   
Patrick W. Shull, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_   
Rodney B. Rowlett, III  
City Attorney for Kingsport





**AGENDA ACTION FORM**

**Consideration of a Resolution to Amend Employment Policy #31**

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

Action Form No.: AF-141-2023  
Work Session: June 5, 2023  
First Reading: N/A  
Final Adoption: June 6, 2023  
Staff Work By: Tyra Copas  
Presentation By: Tyra Copas

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**Recommendation:**

Approve the Resolution to Amend Employment Policy #31

**Executive Summary:**

The Human Resources Department periodically reviews city personnel policies and procedures for updating. The attached resolution amends the Employment Policy (#31) with edits to align with processes as well as conform to the new pay plan structure.

**Key changes:**

- Removes 24 hours work week language for police positions.
- Changes in the definition of Lateral Move to align with the new pay scale structure
- Added definition for Job Reassignment
- Edits to the Residency Requirement

**Attachments:**

1. Resolution
2. Employment Policy #31 – Draft
3. Urban Growth Boundary Map

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



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

A RESOLUTION AMENDING RESOLUTION NO. 2023-070,  
EMPLOYMENT POLICY FOR CITY EMPLOYEES

WHEREAS, the city last amended the Employment Policy by Resolution No.: 2023-070, effective September 13, 2022; and

WHEREAS, the city would like to amend the Employment Policy to promote the efficient operation of the city.

Now therefore,

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

SECTION I. That Section I of Resolution 2023-070, adopting the Employment Policy for the city is amended as follows:

WORK PERIOD/WORK WEEK

Generally, the work week of the city begins at 12:00 AM on Sunday and ends at 11:59 PM the following Saturday. There are exceptions to the general work week as permitted by the Fair Labor Standards Act.

The work week for all full-time, regular employees is forty (40) hours per week. The work day generally is eight (8) hours. For shift personnel of the fire department, a work period is 648 hours in duration, consisting of twenty-seven (27) consecutive 24-hour periods, and beginning and ending according to the fire department's official schedule for each shift employee.

The city does not "guarantee" work or work hours.

All employees who are non-exempt pursuant to the Fair Labor Standards Act must maintain an accurate record of daily hours worked. This record must be signed by both the employee and his/her supervisor verifying the correctness of the hours worked and leave taken. All employees who are exempt pursuant to the Fair Labor Standards Act shall report any leave time used during a workweek. Each department manager shall approve and submit an attendance and leave record for their department to the finance department (payroll) at the end of each pay period.

EMPLOYEE STATUS CHANGES

Every appointment, promotion, transfer, demotion, dismissal, or other temporary or permanent change in the status of employees shall be approved by the HR Department and the City Manager. A record of such changes shall be maintained in the employee's personnel file.

Status Changes include:

- Promotion – A promotion is a movement upward within the pay plan that is not temporary work in a higher capacity. Approval by the department director, the HR Director, and the City Manager is required for a promotion. When an employee is promoted, the employee and the respective department director shall have an initial thirty work day evaluation period in which to mutually agree that the promotion shall be confirmed. If for any reason during the evaluation period, the promoted employee decides to decline the promotion, the employee may do so and return to the position vacated at the former pay. If, during the evaluation period, the department director determines that the promoted employee cannot perform the new, increased responsibilities in an acceptable manner, the department director may return the promoted

employee to the position vacated and at the former pay.

The promotion may be confirmed at any time during the evaluation period. Normally, an individual may apply for a promotion only after a minimum of twelve (12) months from initial employment with the city or from receiving a promotion.

When it is in the interest of the city to allow an individual to apply for promotion within the twelve (12) months' time-frame, it shall be approved by the HR Director and the City Manager. Individuals may apply for promotions within their department after successful completion of probationary period.

- Temporary Work in Higher Classification - Temporary work in a higher classification is a temporary assignment that is expected to last longer than two (2) consecutive work weeks. Pay for such assignments will follow the Wage and Salary Policy. An employee's rate of pay will not change for temporary work in a higher classification to last less than two (2) consecutive work weeks. The employee is responsible and accountable for the full range of duties during such assignment.
- Lateral Move – A lateral move is an assignment that is not temporary, and defined as individual being moved from one organization to another organization and remaining on the same page grade. The city shall not, under normal circumstances, consider employees for lateral moves, unless extenuating circumstances (e.g., career pathing, the city's best interest, or reasonable accommodation for a disability) are shown.
- Demotion – A demotion is permanent movement from a higher pay grade to a lower pay grade. The demoted employee's rate of pay shall follow the Wage and Salary Policy.
- Job Reassignment – A job reassignment may include a change in duties, work location, days of work hours or shift hours. Job reassignments may be temporary or permanent.

An employee may not be promoted, temporarily assigned to work in a higher classification, laterally moved, or demoted without consent of the department director, the HR Director, and the City Manager.

#### RESIDENCY REQUIREMENT

While it is the policy of the City of Kingsport to encourage all its employees to live in the City of Kingsport, the employees holding the position of City Manager, Deputy City Manager, and Assistant City Manager shall reside within the corporate limits of Kingsport. Other city leaders, such as but not limited to; City Recorder, City Attorney, Police Chief, Fire Chief, and Public Works Director, must live within the urban growth boundaries. If an individual is hired into one of the above positions and does not reside within the city limits, the City Manager shall have the discretion to determine a timeframe for when the individual is required to relocate within the city limits after assuming the position. In the event the timeframe exceeds one hundred eighty (180) days, the City Manager will review the need with the BMA. This residence requirement shall not apply to any person holding any of the positions in an acting, interim, or temporary capacity and shall not be construed to conflict with state law. At the discretion of the City Manager, other employees may be required to live in the city or close to their responsibility center.

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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

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

ADOPTED this the 6<sup>th</sup> day of June 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



SECTION NO: 31 SUBJECT: Employment Policy	REPLACES/AMENDS: Employment, Effective Date June 16, 2009 (Res. No. 2009-256)
RESOLUTION NUMBER: 2020-033	EFFECTIVE DATE: June 6, 2023

**APPOINTMENT OR REMOVAL OF OFFICERS OR EMPLOYEES**

Except as otherwise provided by the Charter of the City of Kingsport, Tennessee, the City Manager shall appoint and remove all officers and employees of the city.

**POSITION AUTHORIZATION**

No person shall be employed in any regular, full-time or regular, part-time position which has not been authorized and funded by the board of mayor and aldermen (BMA). Positions of a temporary duration may be authorized by the City Manager, or designee (assumed throughout the remainder of this policy), without BMA approval when additional manpower is required for an emergency, efficient service delivery, or completion of capital and/or special projects.

**VACANCY OF POSITIONS**

The Human Resources (HR) Department shall be informed by department directors, or their designees (assumed throughout the remainder of this document), of all staffing requirements and anticipated changes in staffing within departments and divisions.

When a vacancy exists or is anticipated, the department director shall:

- Fill out a position vacancy requisition and send to the HR Department; and
- Consult with the HR Department to evaluate the vacancy and the needs of the department.

If, following the consultation, it is determined that the request to fill the vacancy should proceed, the HR Department shall obtain approval from the City Manager, prior to the advertising, posting and/or filling of the vacancy.

The City Manager may abolish or transfer a position for economic, efficiency, organizational realignment, or other reasons.

The City Manager retains the authority to suspend or freeze some or all hiring.

## **RECRUITMENT**

The HR Department, in conjunction with the department director, shall have discretionary authority to utilize appropriate internal and external recruitment sources. This may include job posting in-house, and posting to niche job boards. In departments where hiring is ongoing, the department director will work with the HR Department to establish a talent pipeline.

## **APPLICATIONS**

Applicants for positions with the City of Kingsport must complete, sign, and submit the city's designated application for employment process to be considered for employment. A resume is not a substitute for an application of employment form.

## **FALSE STATEMENTS**

No person shall willfully make any false statement, mark, rating, report, or omit material information in regard to any application, test, certification, or appointment.

Any misrepresentation by an applicant on an application, or during the interview process, shall result in withdrawal from consideration for employment or immediate separation from city service regardless of when discovered.

## **TESTING**

The HR Department shall assist department directors in the selection of methods and materials that may be needed in the assessment of a job applicant's knowledge, skills, and ability required for a job.

The HR Department shall approve all testing methods and materials. In-house testing shall be administered by a designated HR Department representative. Test security agreements shall be followed at all times.

## **INTERVIEWS**

Submission of an application for employment does not guarantee the opportunity to interview. Interviews are by invitation only and shall be extended by the HR Department.

## **BACKGROUND, CREDIT, AND REFERENCE CHECKS**

Background and reference checks are the responsibility of the HR Department.

Except for credit reports, authorization for background and reference checks must be granted by the applicant. Such authorization is automatically granted by the applicant's signature on the application for employment form.

For some positions, including those handling money or of a fiduciary responsibility, the city may require a credit check of personal financial records. Pursuant to the Fair Credit Reporting Act, the city shall obtain, separate from the employment application, written permission from the individual before obtaining a credit report. The city shall provide the employee or job applicant a copy of the credit report and a summary of his or her rights before taking any adverse employment action, i.e. denying an applicant a position.

In the event of returned background checks with adverse indications, the HR Director will have the discretion to pass/fail the background and will consult with the city attorney as needed.

Beginning in December 2022, the city will use e-verify to confirm the eligibility of new hires to work in the United States.

### **OFFERS OF EMPLOYMENT**

The HR Department is responsible for extending all offers of employment. An offer of employment is contingent upon the completion of satisfactory reference and background checks as well as credit checks and an employment physical, if so required.

All negotiations for salary and benefits shall be approved by the HR Director after consultation with the hiring department director and Budget Director

The HR Department is responsible for informing all applicants of the final decision pertaining to their candidacy for employment.

### **PROBATIONARY STATUS**

As required by the City Charter, all regular full-time and part-time employees shall be on probationary status for six (6) months from the date such employee begins work and Public Safety employees will be on a one (1) year probationary status. Except as otherwise provided by law, an employee who leaves city service and is re-employed by the city is considered a new employee and the probationary status applies. The probationary period shall be utilized by the department director and supervisors as an opportunity to observe the new employee's work, to train and aid the new employee in adjusting to the position, and to reject the confirmation of any employee whose performance or attendance fails to meet acceptable standards.

During the probationary period, the department director and supervisors shall evaluate the performance of the probationary employee and relate those findings to the employee on an ongoing basis. A Probationary Evaluation Form shall be prepared after two months, four months, and five months of service, reviewed with the employee, and submitted to

HR. After the five-month evaluation meeting, the department director shall submit the probationary evaluation form for the employee to the HR Department recommending confirmation of the appointment. If the department director plans to recommend separation from employment, a Recommended Action Form (from the Corrective Action Policy) shall be prepared and sent to the HR Department and City Manager for their approval and records.

Notwithstanding anything to the contrary. The city's probationary policy does not, nor is it intended to, convey property rights or constitute contractual agreements with new employees. At any time during the probationary period, a department director may recommend separation from employment of a probationary employee. A probationary employee who is separated from employment prior to or at the completion of the probationary period does not have the right to a hearing as provided by the city charter.

### **WORK PERIOD/WORK WEEK**

Generally, the work week of the city begins at 12:00 AM on Sunday and ends at 11:59 PM the following Saturday. There are exceptions to the general work week as permitted by the Fair Labor Standards Act.

The work week for all full-time, regular employees is forty (40) hours per week. The work day generally is eight (8) hours. For shift personnel of the fire department, a work period is 648 hours in duration, consisting of twenty-seven (27) consecutive 24-hour periods, and beginning and ending according to the fire department's official schedule for each shift employee.

The city does not "guarantee" work or work hours.

All employees who are non-exempt pursuant to the Fair Labor Standards Act must maintain an accurate record of daily hours worked. This record must be signed by both the employee and his/her supervisor verifying the correctness of the hours worked and leave taken. All employees who are exempt pursuant to the Fair Labor Standards Act shall report any leave time used during a workweek. Each department manager shall approve and submit an attendance and leave record for their department to the finance department (payroll) at the end of each pay period.

### **SCHEDULING**

The scheduling of shifts and work hours may vary among departments. Each department director is responsible for recommending to the City Manager any change in hours or shifts which may be deemed necessary. Upon approval by the City Manager the department head shall submit a written notice of the change to the HR Department and the Finance Department (payroll).

The city reserves the right to establish emergency call-in lists or to designate relief personnel who shall be expected to be available, and such assignment shall be considered as a condition of employment where applicable. Refusal of an employee to

report for any work during an emergency call-in or for relief may render the employee subject to corrective action up to and including termination.

For safety reasons, no employee is to work beyond sixteen (16) cumulative hours in a given workday (with the exception of the Fire Department and for certain emergency situations). A minimum of eight (8) hours of off-duty rest time is required before returning to work.

When it is necessary or desirable to change or adjust an employee's established work schedule, it is preferable that the changes are discussed with the employee(s) two (2) weeks prior to the change. This does not apply to emergency scheduling or relief duty.

### **EMPLOYEE STATUS CHANGES**

Every appointment, promotion, transfer, demotion, dismissal, or other temporary or permanent change in the status of employees shall be approved by the HR Department and the City Manager. A record of such changes shall be maintained in the employee's personnel file.

Status Changes include:

- **Promotion** – A promotion is a movement upward within the pay plan that is not temporary work in a higher capacity. Approval by the department director, the HR Director, and the City Manager is required for a promotion.

When an employee is promoted, the employee and the respective department director shall have an initial thirty work day evaluation period in which to mutually agree that the promotion shall be confirmed.

If for any reason during the evaluation period, the promoted employee decides to decline the promotion, the employee may do so and return to the position vacated at the former pay.

If, during the evaluation period, the department director determines that the promoted employee cannot perform the new, increased responsibilities in an acceptable manner, the department director may return the promoted employee to the position vacated and at the former pay.

The promotion may be confirmed at any time during the evaluation period. Normally, an individual may apply for a promotion only after a minimum of twelve (12) months from initial employment with the city or from receiving a promotion. When it is in the interest of the city to allow an individual to apply for promotion within the twelve (12) months' time-frame, it shall be approved by the HR Director and the City Manager. Individuals may apply for promotions within their department after successful completion of probationary period.

- **Temporary Work in Higher Classification** - Temporary work in a higher classification is a temporary assignment that is expected to last longer than two (2) consecutive work weeks. Pay for such assignments will follow the Wage and Salary Policy. An employee's rate of pay will not change for temporary work in a higher classification to last less than two (2) consecutive work weeks. The employee is



responsible and accountable for the full range of duties during such assignment.

- **Lateral Move** – A lateral move is an assignment that is not temporary, and defined as an individual being moved from one organization to another organization and remaining on the same page grade. The city shall not, under normal circumstances, consider employees for lateral moves, unless extenuating circumstances (e.g., career pathing, the city’s best interest, or reasonable accommodation for a disability) are shown.
- **Demotion** – A demotion is a permanent movement from a higher pay grade to a lower pay grade. The demoted employee’s rate of pay shall follow the Wage and Salary Policy.
- **Job Reassignment** – A job reassignment may include a change in duties, work location, days of work hours, or shift hours. Job reassignments may be temporary or permanent.

An employee may not be promoted, temporarily assigned to work in a higher classification, laterally moved, or demoted without the consent of the department director, the HR Director, and the City Manager.

### **OUTSIDE EMPLOYMENT OR BUSINESS INTERESTS**

Outside employment of regular full-time employees must be reported to the department director. Full-time employment by the City of Kingsport is primary and shall be the overriding consideration in all issues regarding outside employment. Outside employment or business interests of any employee shall not:

- cause a conflict of interest;
- be incompatible with the employee’s position with the city;
- interfere with the satisfactory performance of the employee’s duties;
- reflect discredit upon or create embarrassment for the city; or
- interfere with city work requirements, including work hours.

Department directors may work with the HR Director to make additional rules for their specific department concerning outside employment that are not inconsistent with this policy.

### **HOLDING TWO CITY POSITIONS**

Employment of a person in more than one city job is not encouraged. However, there may be times when this situation is advantageous to the city. A department director

who wishes to employ a city employee in a second city job shall consult with the HR Department and the other department director. If following such consultation, it is determined that the action should proceed, both department directors requesting the action shall send a memorandum to the HR Director and City Manager which sets forth the situation and requests approval for the appointment.

Information related to both positions will be maintained in the personnel file located in the HR Department.

### **LIMITED SERVICE EMPLOYMENT**

The city may, at its discretion, re-employ a person who is officially retired from the city when the following criteria are met:

- the retiree must be duly qualified and competent for performance of the duties of the position in which he/she is to be employed;
- there is a need for the retiree's service in such a position; and
- the employment of the retiree is advantageous to the city.

A retiree working in the capacity of limited service employment can be paid no more than the percentage of pre-retirement salary listed on the Tennessee Consolidated Retirement System (TCRS) Temporary Employment Report form for the appropriate year after retirement. During a twelve (12) month period the retiree shall not work more than one hundred twenty (120) days or the equivalent (nine hundred sixty (960) hours) dependent upon the needs of the city.

Persons officially retired from service with the city must wait sixty (60) calendar days from their effective date of retirement to be re-employed by the city unless:

- the HR Department certifies in writing to TCRS that no other qualified person is reasonably available; and
- the retiree returns to service in a position wherein the retiree renders no more than one-half the hours the retiree was scheduled to work prior to retirement.

Limited service employees are not eligible for city benefits other than those required by law and are not eligible to accrue additional retirement credit as a result of limited service employment.

### **EMPLOYMENT OF NON-CITIZENS**

In compliance with the Immigration and Nationality Act (INA), as amended by the

Immigration Reform and Control Act of 1986 (IRCA), the city shall not knowingly hire, recruit, or refer for a fee any individual who is not authorized to work in the United States. In addition, the city shall not knowingly continue to employ an undocumented worker or one who loses authorization to work; however, those hired before November 6, 1986 do not fall within this category.

All employees hired after November 6, 1986, regardless of national origin or citizenship, must provide documents that establish both identity and work authorization prior to any offer of work.

Beginning in December 2022, the city will use e-verify to confirm the eligibility of new hires to work in the United States.

The city shall complete the USCIS Employment Eligibility Verification Form I-9 for every new employee – U.S. citizens and noncitizens. Documents proving identity and work authorization shall be in accordance with I-9 requirements.

### **RESIDENCY REQUIREMENT**

While it is the policy of the City of Kingsport to encourage all its employees to live in the City of Kingsport, the employees holding the position of City Manager, Deputy City Manager, and Assistant City Manager shall reside within the corporate limits of Kingsport. Other city leaders, such as but not limited to; City Recorder, City Attorney, Police Chief, Fire Chief, and Public Works Director, must live within the urban growth boundaries. If an individual is hired into one of the above positions and does not reside within the city limits, the City Manager shall have the discretion to determine a timeframe for when the individual is required to relocate within the city limits after assuming the position. In the event the timeframe exceeds one hundred eighty (180) days, the City Manager will review the need with the BMA. This residence requirement shall not apply to any person holding any of the positions in an acting, interim, or temporary capacity and shall not be construed to conflict with state law. At the discretion of the City Manager, other employees may be required to live in the city or close to their responsibility center.

### **OTHER PROVISIONS**

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.



Name: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

ID #: \_\_\_\_\_

Job Title: \_\_\_\_\_

Manager: \_\_\_\_\_

Department: \_\_\_\_\_

Dates of Evaluations

2-month \_\_\_\_\_

4-month \_\_\_\_\_

5-month \_\_\_\_\_

Job Knowledge / Initiative

2-month: \_\_\_\_\_ 4-

month: \_\_\_\_\_ 5-

month: \_\_\_\_\_

Dependability / Attendance

2-month: \_\_\_\_\_ 4-

month: \_\_\_\_\_ 5-

month: \_\_\_\_\_

Productivity / Quality of Work

2-month: \_\_\_\_\_ 4-

month: \_\_\_\_\_ 5-

month: \_\_\_\_\_

Teamwork / Communication

2-month: \_\_\_\_\_ 4-

month: \_\_\_\_\_ 5-

month: \_\_\_\_\_

Problem Solving / Decision Making

2-month: \_\_\_\_\_ 4-

month: \_\_\_\_\_ 5-

month: \_\_\_\_\_

Employee or Supervisor Objectives

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Acknowledgement of Receipt of Evaluations

2-month \_\_\_\_\_

Date \_\_\_\_\_

4-month \_\_\_\_\_

Date \_\_\_\_\_

5-month \_\_\_\_\_

Date \_\_\_\_\_

Recommendation for Permanent Employment

Supervisor

Date

Item XI6.

Date

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Supervisor

Date

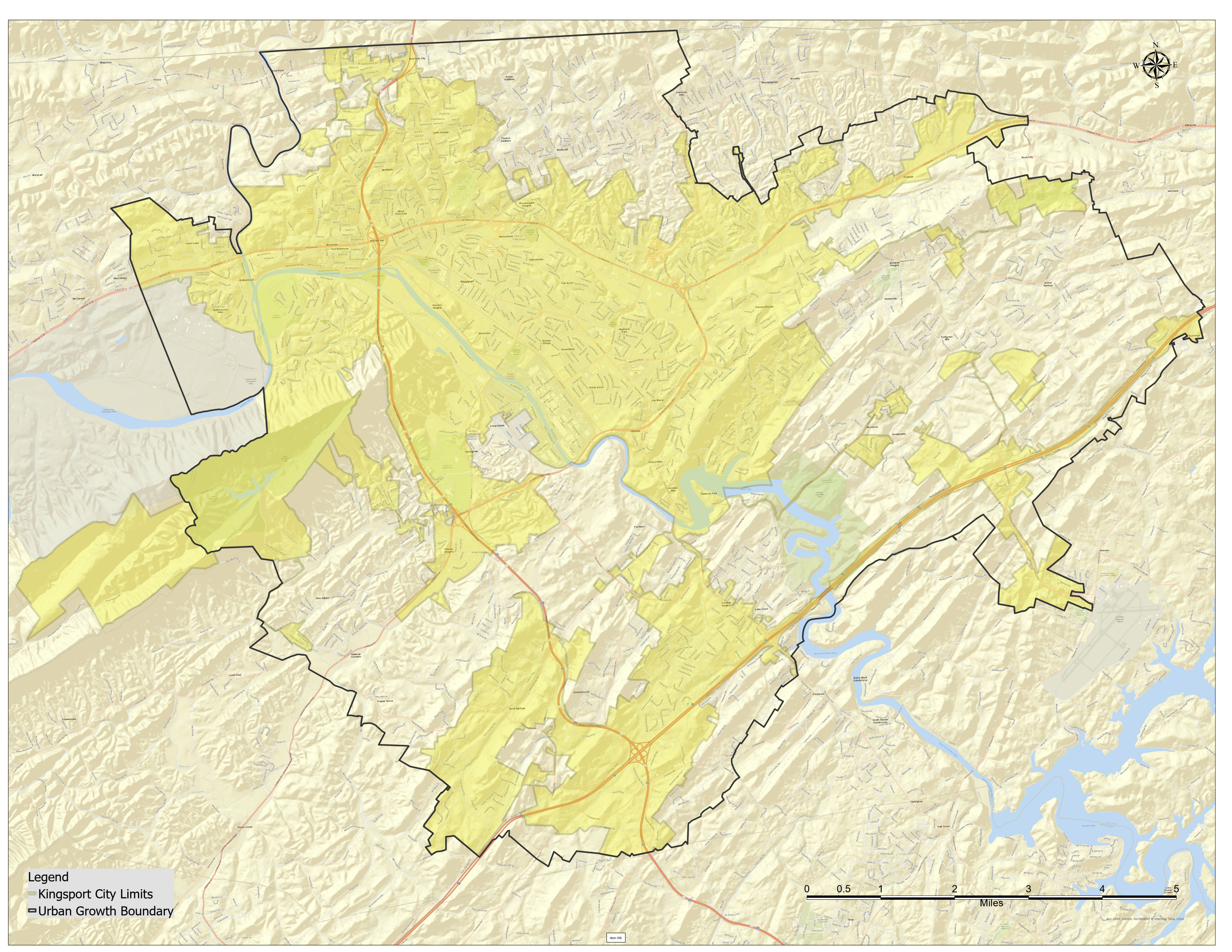
*Item X16.*

Date





**Legend**  
— Kingsport City Limits  
= Urban Growth Boundary







**AGENDA ACTION FORM**

**Approve Water User Rate for North Greene Utility District for FY23 and Include Wholesale Rate in Fee Resolution**

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

Action Form No.: AF-162-2023  
 Work Session: June 5, 2023  
 First Reading: N/A

Final Adoption: June 6, 2023  
 Staff Work By: N. Ensor / C. Austin  
 Presentation By: Ryan McReynolds

**Recommendation:**

Approve the resolution.

**Executive Summary:**

In May 2014, the BMA approved an agreement with North Greene Utility District (NGUD) to provide water service. This agreement allowed NGUD to install 5,000 feet of new water pipe in our system and to set rates for a five-year period at \$2.70 per thousand gallons.

Since the agreement ended in 2019, we have continued to provide water to NGUD at the same rate as the original agreement. We propose to continue the agreed upon rate through June 30, 2023, which differs from the rate established pursuant to Resolution 2022-266, then add a wholesale rate in the Fee Resolution for FY24 that is 40% over the Inside City rates. The Fee Resolution is reviewed annually and subject to change. Establishment of wholesale rates in the Fee Resolution will streamline future rate adjustments for NGUD and future wholesale customers.

Current rate: \$2.70 per thousand gallons with minimum usage of 600,000 gallons per month

Proposed rate: Monthly Base charge - \$404.45 plus consumption rates of \$4.35 per thousand gallons for the first 70,000 gallons and \$3.12 thereafter.

Their average usage for FY23 is 53,000 gallons per day. This would increase their average monthly bill from \$4,293.00 to \$5,447. This adjustment is consistent with rate adjustments that other customers have experienced during this time period.

**Attachments:**

- Resolution

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

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

A RESOLUTION APPROVING WATER USER RATE FOR NORTH GREENE UTILITY DISTRICT FOR FISCAL YEAR 2023

WHEREAS, in May 2014, the board approved an agreement with North Greene Utility District (NGUD) to provide water service and to set rates for a five-year period at \$2.70 per thousand gallons; and

WHEREAS, the agreement expired in May 2019, and the city has continued to supply water to NGUD at the same rate as the original agreement which is a deviation from the rate established pursuant to Resolution No. 2022-266 and will continue to do so until June 30, 2023, and afterwards adding a wholesale rate to this amount; and

WHEREAS, NGUD's average usage for fiscal year 2023 is 53,000 gallons per day and adding a wholesale rate will change their monthly bill from \$4,293.00 to \$5,447.00; this adjustment is consistent with rate adjustments that other water customers have experienced during this time; and

WHEREAS, for fiscal year 2024, NGUD's monthly base charge will be \$4.35 per thousand gallons for the first 70,000 gallons and then \$3.12 per gallon thereafter.

Now therefore,

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

SECTION I. That the rate charged to the North Greene Utility District shall be the same rate as provided pursuant to the agreement adopted pursuant to Resolution No. 2014-175 which shall be applied throughout the 2023 Fiscal Year..

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 6th day of June, 2023.

\_\_\_\_\_  
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 to Award the Bid to Haren Construction for the Water Intake Screen Replacement Project**

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

Action Form No.: AF-153-2023  
Work Session: June 5, 2023  
First Reading: N/A  
Final Adoption: June 6, 2023  
Staff Work By: Niki Ensor  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
The water treatment plant utilizes three screens at the raw water intake to filter out debris before entering the tunnel. The screens ensure a continual supply of water to the plant for treatment and protect the raw water pumps from damage. The screens have a 20-year life expectancy and were last replaced in 1990.

This project includes the replacement of all three traveling water screens and level control improvements. Bids were received on April 11, 2023. Barge Design and city staff reviewed the bids and recommend awarding the contract to the low bidder, Haren Construction Company, in the amount of \$1,422,000.00.

Base and alternates: \$1,422,000.00  
Contingency (6%): \$ 85,320.00  
Total Project Costs: \$1,507,320.00

Funding is available and identified in WA2308. The project will be funded with Appalachian Regional Commission grant of \$500,000.00 and TDEC American Rescue Plan Grant of \$1,007,320.00 which equals the total project costs.

- Attachments:**
1. Resolution
  2. Project Location Map
  3. Barge Design Solutions Recommendation
  4. Bid Tab

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

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

A RESOLUTION AWARDDING THE BID FOR THE WATER INTAKE SCREEN REPLACEMENT PROJECT TO HAREN CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened April 11, 2023, for the Water Intake Screen Replacement Project; and

WHEREAS, upon review of the bids, the board finds Haren Construction Company, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the replacement of three screens at the raw water intake with Haren Construction Company, Inc. at an estimated construction cost of \$1,422,000.00; and

WHEREAS, funding is identified in project number WA2308, and the project will be funded with Appalachian Regional Commission grant of \$500,000.00 and a Tennessee Department of Environment and Conservation ARP grant of \$1,007,320.00 which equals the total project costs.

Now therefore,

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

SECTION I. That the bid for the Water Intake Screen Replacement Project, consisting of construction of a replacement of three screens at the raw water intake at an estimated construction cost of \$1,422,000.00 is awarded to Haren Construction Company, 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 6th day of June, 2023.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

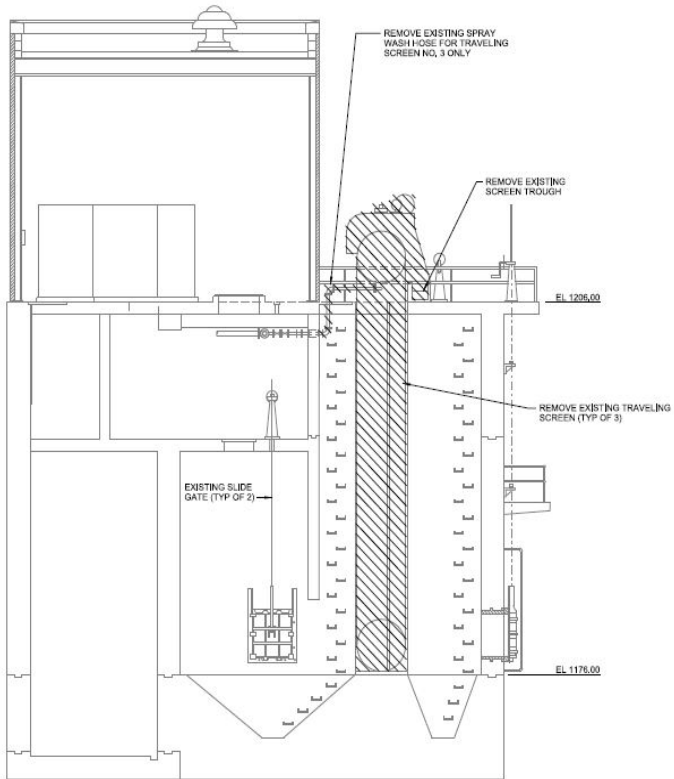
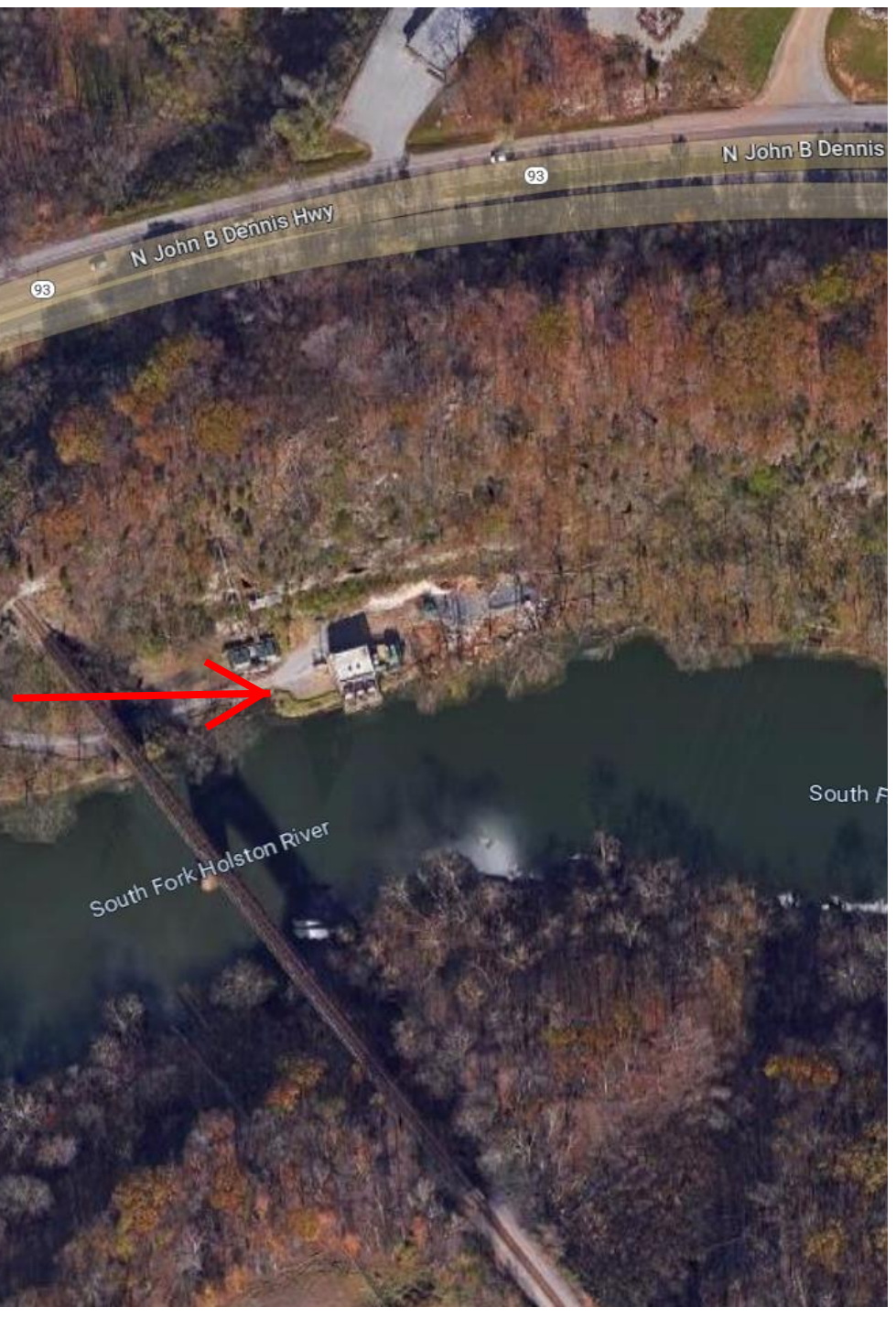
APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



# Intake Screen Project Location Map



Item X18.



I certify that this is a true tabulation  
of bids received on this project

*Kelli Spradling*

Kelli M. Spradling, TN PE No. 125616

\*\*\*\*\* BID TABULATION \*\*\*\*\*

Water Intake Screen Replacement

City of Kingsport

Kingsport, Tennessee

BID: April 11, 2023 4:00 PM

Bidder	Base Bid	Add. Alt. #1	Add. Alt. #2	Add. Alt. #3	Total Bid
<b>Haren Construction Company, Inc.</b> 1715 Highway 411 North; P.O. Box 350 Etowah, TN 37331	\$596,000.00	\$372,000.00	\$372,000.00	\$82,000.00	\$1,422,000.00
<b>Morgan Contracting, Inc.</b> 900 Dutch Valley Drive Knoxville, TN 37918	\$908,075.00	\$580,575.00	\$580,575.00	\$110,000.00	\$2,179,225.00
<b>Herrick Company, Inc.</b> 2176 Waddy Road Lawrenceburg, KY 40342	\$600,500.00	\$440,500.00	\$440,500.00	\$85,700.00	\$1,567,200.00
<b>J.S. Haren Company</b> 1175 Highway 11 North Athens, TN 37303	\$649,000.00	\$448,000.00	\$448,000.00	\$55,000.00	\$1,600,000.00

Item X18.

4/11/2023

\*\*\*\*\* BID TABULATION \*\*\*\*\*

Water Intake Screen Replacement

City of Kingsport

Kingsport, Tennessee

BID: April 11, 2023 4:00 PM

Bidder	Bid Bond Amount	Surety Company
<b>Haren Construction Company, Inc.</b> 1715 Highway 411 North; P.O. Box 350 Etowah, TN 37331	5% of Bid Amount	Travelers Casualty and Surety Company of America
<b>Morgan Contracting, Inc.</b> 900 Dutch Valley Drive Knoxville, TN 37918	5% of Bid Amount	Travelers Casualty and Surety Company of America
<b>Herrick Company, Inc.</b> 2176 Waddy Road Lawrenceburg, KY 40342	5% of Bid Amount	United Fire & Casualty Company
<b>J.S. Haren Company</b> 1175 Highway 11 North Athens, TN 37303	5% of Bid Amount	Merchants National Bonding, Inc.

Water Intake Screen Replacement City of Kingsport Kingsport, Tennessee				Haren Construction Company, Inc. 1715 Highway 411 North; P.O. Box 350 Etowah, TN 37331		Morgan Contracting, Inc. 900 Dutch Valley Drive Knoxville, TN 37918		Herrick Company, Inc. 2176 Waddy Road Lawrenceburg, KY 40342	
Item No.	Description	Estimated Qty.	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.	<b>Mobilization</b>		Lump Sum		\$50,000.00		\$90,000.00		\$25,000.00
	<b>Raw Water Intake Improvements (Screen No. 2):</b> Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Water Intake Screen No.2 Replacement, including all work shown on the Drawings and/or specified and not included in items 3 through 6 below. the total amount of:		Lump Sum		\$516,450.00		\$690,000.00		\$548,750.00
3.	<b>Concrete Crack Repair – Small Cracks</b>	35	LF	\$100.00	\$3,500.00	\$960.00	\$33,600.00	\$80.00	\$2,800.00
4.	<b>Concrete Crack Repair – Large Cracks</b>	35	LF	\$120.00	\$4,200.00	\$1,200.00	\$42,000.00	\$80.00	\$2,800.00
5.	<b>Concrete Surface Repair</b>	35	SF	\$100.00	\$3,500.00	\$975.00	\$34,125.00	\$80.00	\$2,800.00
6.	<b>Cash Allowances: Concrete Testing</b>		ALLOWANCE		\$850.00		\$850.00		\$850.00
7.	<b>Cash Allowances: SCADA Integration by Custom Controls Unlimited (as Approved by Owner)</b>		ALLOWANCE		\$17,500.00		\$17,500.00		\$17,500.00
<b>BASE BID TOTAL, ITEMS 1 THROUGH 7, INCLUSIVE, THE AMOUNT OF</b>					\$596,000.00		\$908,075.00		\$600,500.00

**ADDITIVE ALTERNATE 1**

	<b>Raw Water Intake Improvements (Screen No.1):</b> Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Water Intake Screen No.1 Replacement, including all work shown on the Drawings and/or specified and not included in items 2 through 5 below. the total amount of:		Lump Sum		\$359,950.00		\$470,000.00		\$431,250.00
2.	<b>Concrete Crack Repair – Small Cracks</b>	35	LF	\$100.00	\$3,500.00	\$960.00	\$33,600.00	\$80.00	\$2,800.00
3.	<b>Concrete Crack Repair – Large Cracks</b>	35	LF	\$120.00	\$4,200.00	\$1,200.00	\$42,000.00	\$80.00	\$2,800.00
4.	<b>Concrete Surface Repair</b>	35	SF	\$100.00	\$3,500.00	\$975.00	\$34,125.00	\$80.00	\$2,800.00
5.	<b>Cash Allowances: Concrete Testing</b>		ALLOWANCE		\$850.00		\$850.00		\$850.00
<b>ADDITIVE ALTERNATE 1, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF</b>					\$372,000.00		\$580,575.00		\$440,500.00

**ADDITIVE ALTERNATE 2**

	<b>Raw Water Intake Improvements (Screen No.3):</b> Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Water Intake Screen No.3 Replacement, including all work shown on the Drawings and/or specified and not included in items 2 through 5 below. the total amount of:		Lump Sum		\$359,950.00		\$470,000.00		\$431,250.00
2.	<b>Concrete Crack Repair – Small Cracks</b>	35	LF	\$100.00	\$3,500.00	\$960.00	\$33,600.00	\$80.00	\$2,800.00
3.	<b>Concrete Crack Repair – Large Cracks</b>	35	LF	\$120.00	\$4,200.00	\$1,200.00	\$42,000.00	\$80.00	\$2,800.00
4.	<b>Concrete Surface Repair</b>	35	SF	\$100.00	\$3,500.00	\$975.00	\$34,125.00	\$80.00	\$2,800.00
5.	<b>Cash Allowances: Concrete Testing</b>		ALLOWANCE		\$850.00		\$850.00		\$850.00
<b>ADDITIVE ALTERNATE 2, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF</b>					\$372,000.00		\$580,575.00		\$440,500.00

**ADDITIVE ALTERNATE 3**

1.	<b>Level Control Replacement</b>		Lump Sum		\$82,000.00		\$110,000.00		\$85,700.00
<b>ADDITIVE ALTERNATE 3, INCLUSIVE, THE AMOUNT OF</b>					\$82,000.00		\$110,000.00		\$85,700.00

Item X18.

4/13/2023

Water Intake Screen Replacement City of Kingsport Kingsport, Tennessee				J.S. Haren Company 1175 Highway 11 North Athens, TN 37303	
Item No.	Description	Estimated Qty.	Unit	Unit Price	Extended Price
1.	<b>Mobilization Raw Water Intake Improvements (Screen No. 2):</b> Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Water Intake Screen No.2 Replacement, including all work shown on the Drawings and/or specified and not included in items 3 through 6 below. the total amount of:		Lump Sum	Lump Sum	\$30,000.00
2.	<b>Concrete Crack Repair – Small Cracks</b>	35	LF	\$20.00	\$700.00
3.	<b>Concrete Crack Repair – Large Cracks</b>	35	LF	\$30.00	\$1,050.00
4.	<b>Concrete Surface Repair</b>	35	SF	\$50.00	\$1,750.00
5.	<b>Cash Allowances: Concrete Testing</b>		ALLOWANCE	ALLOWANCE	\$850.00
6.	<b>Cash Allowances: SCADA Integration by Custom Controls Unlimited (as Approved by Owner)</b>		ALLOWANCE	ALLOWANCE	\$17,500.00
<b>BASE BID TOTAL, ITEMS 1 THROUGH 7, INCLUSIVE, THE AMOUNT OF</b>					<b>\$649,000.00</b>

**ADDITIVE ALTERNATE 1**

1.	<b>Raw Water Intake Improvements (Screen No.1):</b> Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Water Intake Screen No.1 Replacement, including all work shown on the Drawings and/or specified and not included in items 2 through 5 below. the total amount of:		Lump Sum	Lump Sum	\$443,650.00
2.	<b>Concrete Crack Repair – Small Cracks</b>	35	LF	\$20.00	\$700.00
3.	<b>Concrete Crack Repair – Large Cracks</b>	35	LF	\$30.00	\$1,050.00
4.	<b>Concrete Surface Repair</b>	35	SF	\$50.00	\$1,750.00
5.	<b>Cash Allowances: Concrete Testing</b>		ALLOWANCE	ALLOWANCE	\$850.00
<b>ADDITIVE ALTERNATE 1, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF</b>					<b>\$448,000.00</b>

**ADDITIVE ALTERNATE 2**

1.	<b>Raw Water Intake Improvements (Screen No.3):</b> Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Water Intake Screen No.3 Replacement, including all work shown on the Drawings and/or specified and not included in items 2 through 5 below. the total amount of:		Lump Sum	Lump Sum	\$443,650.00
2.	<b>Concrete Crack Repair – Small Cracks</b>	35	LF	\$20.00	\$700.00
3.	<b>Concrete Crack Repair – Large Cracks</b>	35	LF	\$30.00	\$1,050.00
4.	<b>Concrete Surface Repair</b>	35	SF	\$50.00	\$1,750.00
5.	<b>Cash Allowances: Concrete Testing</b>		ALLOWANCE	ALLOWANCE	\$850.00
<b>ADDITIVE ALTERNATE 2, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF</b>					<b>\$448,000.00</b>

**ADDITIVE ALTERNATE 3**

1.	<b>Level Control Replacement</b>		Lump Sum	Lump Sum	\$55,000.00
<b>ADDITIVE ALTERNATE 3, INCLUSIVE, THE AMOUNT OF</b>					<b>\$55,000.00</b>

Item X18.





April 13, 2023

Alys Dobbins  
Project Manager  
City of Kingsport  
1115 Konnarock Road  
Kingsport, Tennessee 37664

RE: Recommendation of Award  
Water Intake Screen Replacement

Dear Ms. Dobbins:

As you are aware, bids were received on April 11, 2023 for the referenced project. Haren Construction Company, Inc. was the apparent low bidder in the base bid amount of \$596,000.00. A tabulation of the bids is attached for your use.

We have completed our review of the bid documents and find them in order.

Barge Design Solutions, Inc. has checked Haren Construction Company, Inc.'s references and other pertinent information with positive results. We recommend Haren Construction Company, Inc. as the successful, responsive, and responsible low bidder for the project. Additionally, we recommend the acceptance of Alternate No. 1 in the amount of \$372,000.00, Alternate No. 2 in the amount of \$372,000.00, and Alternate No. 3 in the amount of \$82,000.00. This will result in a contract amount of \$1,422,000.00.

If you concur with our recommendation, and have the appropriate approvals from the funding agencies, please advise us and we will notify the contractor of award and will transmit the conformed documents to them for execution and attachment of bonds and insurance.

If you have any questions, please do not hesitate to call me.

Sincerely,

**Barge Design Solutions, Inc.**

Kelli Spradling, P.E.  
Project Engineer

c: Mr. Andrew Clark, Barge Design Solutions  
Ms. Niki Ensor, City of Kingsport

Enclosures

Barge project #37364-01

Item X18.



**AGENDA ACTION FORM**

**Consideration of a Resolution for Amendment Number 2 to TDOT Agreement for Fort Robinson Bridge Authorizing the Mayor to Sign all Applicable Documents**

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

Action Form No.: AF-158-2023  
Work Session: June 5, 2023  
First Reading: NA  
Final Adoption: June 6, 2023  
Staff Work By: Michael Thompson  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

On March 15, 2016, the BMA approved an agreement with TDOT for the Fort Robinson Drive Bridge Replacement project (AF-44-2016). This bridge was included in the Off-System Bridge Replacement Program, which is an 80% federally funded program with the local government responsible for the 20% matching share. The city's portion was a maximum amount of \$708,200.00 toward all phases of development.

On November 7, 2017, the BMA approved Amendment Number 1 referencing inclusion in the IMPROVE Act of 2017 and the High Priority Bridge Replacement Program for this project reducing the city's portion to an estimated \$48,400.00 as reflected in Exhibit "A" of Agreement Amendment Number 1 (AF-277-2017).

Due to unforeseen circumstances with the economy, necessary adjustments are made in Amendment Number 2 as referenced in Exhibit "A". This in turn will increase the city's portion for the PE-NEPA phase by \$16,060.20 for an estimated amount of \$64,460.20.

We request approval of Amendment Number 2 with revisions referencing the local match for the Fort Robinson Drive Bridge Replacement project. Fort Robinson Drive Bridge over Dry Hollow, LM 0.39; Agreement No. 160012; Federal Project No. BRZ-9108(47); State Project No. 82956-3590-94; PIN 122156.00.

Funding is available and identified GP1618.

**Attachments:**

- 1. Resolution

Item XI9.

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

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

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE FORT ROBINSON BRIDGE REPLACEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on March 1, 2016, the board approved Resolution No.: 2016-118 establishing an agreement with Tennessee Department of Transportation (TDOT) for the project to replace the Fort Robinson Drive bridge;

WHEREAS, on November 7, 2017, the board approved Resolution No.: 2018-067 which authorized an amendment to the agreement approved in 2016; and

WHEREAS, due to unforeseen circumstances with the economy, necessary adjustments have been made and as such will increase the city's portion for the PE-NEPA phase by \$16,060.20 for an estimated amount for city's portion being \$64,460.20; and

WHEREAS, city would like to amend the agreement for a second time with TDOT for the Fort Robinson Bridge replacement project allowing for the increased local match; and

WHEREAS, the funding is available and identified in project no.: GP1618.

Now therefore,

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

SECTION I. That the second amendment to the agreement with Tennessee Department of Transportation for the Fort Robinson Bridge replacement project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a second amendment to the agreement with Tennessee Department of Transportation for the Fort Robinson Bridge replacement project and all documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Amendment to Replace Exhibit A  
Amendment Number: 2  
Agreement Number: 160012  
Project Identification Number: 122156.00  
Federal Project Number: BRZ-9108(47)  
State Project Number: 82956-3590-94

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_ 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"Fort Robinson Drive, Bridge over Dry Hollow, LM 0.39 in Kingsport (IA)"

I. The language of Agreement# 160012 Amendment 1 dated December 11, 2017, Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2  
**All** provisions of the original contract not expressly amended hereby shall remain in full force and effect.

**Amendment TIP**

**EXHIBIT "A" for AMENDMENT 2**

Agreement#: **160012**

Project Identification #: **122156.00**

Federal Project#: **BRZ-9108(47)**

State Project#: **82956-3590-94**

Project Description: Fort Robinson Drive, Bridge over Dry Hollow, LM 0.39 in Kingsport (IA)

**Change in Cost:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments, or changes thereto.

Type of Work: Bridge Replacement

Phase	Funding Source	Fed%	State%	Local%	Estimated Cost
PE-NEPA	BRR-L	80%	0%	20%	\$180,301.00
PE-DESIGN	BRR-L	80%	0%	20%	\$142,000.00
RIGHT-OF-WAY	BRR-L	100%	0%	0%	\$124,000.00
CONSTRUCTION	BRR-L	100%	0%	0%	\$2,879,900.00
CEI	BRR-L	100%	0%	0%	\$295,100.00

**Ineligible Cost:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: STP: 23 U.S.C.A., Section 144, Highway Bridge Replacement and Rehabilitation Program Funds (BRZ)

**TOOT Engineering Services (TOOTES):** In order to comply with all federal and state laws, rules, and regulations, the TOOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

[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 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 including recreational and educational, 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 6th day of June, 2023.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into an Agreement with Houston-Galveston Area Council (H-GAC) for Cooperative Purchasing**

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

Action Form No.: AF-173-2023  
Work Session: June 5, 2023  
First Reading: N/A  
Final Adoption: June 6, 2023  
Staff Work By: Committee  
Presentation By: C. McCartt

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
After a competitive solicitation and selection process by principal procurement agencies, a number of suppliers have entered into master agreements to provide a variety of goods, products, and services to the applicable principal procurement agency and participating public agencies. The city benefits by being able to make purchases utilizing Houston-Galveston Area Council Purchasing Cooperative with the confidence we are receiving competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency.

Utilizing cooperative purchasing agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product/service receipt.

**Attachments:**  
1. Resolution

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) FOR COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city benefits by using cooperative purchasing with the confidence that it receives competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency; and

WHEREAS, Tenn. Code Ann. § 12-3-1205 authorizes the city to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more other governmental entities outside this state, other than purchases of most new or unused motor vehicles, or of construction engineering or architectural services, most construction materials, and fuel, fuel products, and lubricating oils; and

WHEREAS, H-GAC is a governmental entity of the state of Texas; and

WHEREAS, the city would like to enter into an agreement with H-GAC for cooperative purchasing.

Now therefore,

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

SECTION I. That the agreement with Houston-Galveston Area Council (H-GAC) is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Houston-Galveston Area Council (H-GAC) and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**INTERLOCAL CONTRACT FOR  
COOPERATIVE PURCHASING**

ILC No.: **ILC23-12417**

Permanent Number Assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Kingsport**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **415 Broad Street Kingsport, TN 37660**.

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform

governmental functions and services, including the purchase of goods and services; and  
**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and  
**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **06/06/2023** (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2023** and ends **06/30/2024**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H- GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.



**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

[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 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 including recreational and educational, 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 6th day of June, 2023.

\_\_\_\_\_  
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 the Purchase of a CUES CCTV Inspection System to be Installed on a Replacement Vehicle**

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

Action Form No.: AF-160-2023  
Work Session: June 5, 2023  
First Reading: N/A

Final Adoption: June 6, 2023  
Staff Work By: H. Page/C. Austin  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Vehicle 1944, a 2010 Freightliner Van with integrated sewer inspection equipment is ready for replacement. The integrated inspection equipment cannot be removed from the van and reused in another vehicle, so it also needs replacement.

We are proposing the purchase of a Cues K2 Wheeled Dolly CCTV Inspection System to be included with the truck replacement. This system matches the other three units in our department and allows for complete integration with all of our current software and equipment. Total cost of the system is \$78,443.03 through the Houston Galveston Area Council Cooperative Purchasing Program.

The replacement vehicle, where it will be installed, will be a Ford F350 truck with an enclosed bed to be purchased through Fleet Maintenance in another action item.

Funding is available through account no.: 51150085019010.

**Attachments:**

1. Resolution
2. Quote
3. Specifications
4. Inspection Brochure

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CUES, INC. UTILIZING H-GAC COOPERATIVE PURCHASING AGREEMENT NO. 35346 FOR A CUES K2-DOLLY FOR THE KINGSPORT UTILITIES DIVISION

WHEREAS, staff recommends the purchase of a Cues K2-Dolly utilizing H-GAC Cooperative Purchasing Agreement No. 35346, for use by the utilities division; and

WHEREAS, the city participates in the H-GAC cooperative purchasing; and

WHEREAS, Tenn. Code Ann. § 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of equipment; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Cues Corporate, in the amount of \$78,443.03 and

WHEREAS, funding for this equipment is available in account no.: 51150085019010.

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 Cues Corporate for the purchase of a Cues K-2 Dolly utilizing H-GAC Cooperative Purchasing Agreement No. 35346, for use by the utilities division in the amount of \$78,443.03.

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 6th day of June, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

Item X111.

**Quotation #:** 35346 HGAC

**Quotation Date:** May 16, 2023

**Quotation Amount:** **\$ 78,443.03**

**Remit to:** **Jacob J Horacek**  
CUES Regional Sales Assistant -  
Southeast  
Cell: 404.989.3206  
[Jhoracek@cuesinc.com](mailto:Jhoracek@cuesinc.com)

**Client:** **Billy Sturgill**  
The City of Kingsport  
1113 Konnarock Road  
Kingsport, TN 37664  
[billysturgill@kingsporttn.gov](mailto:billysturgill@kingsporttn.gov)

Billy,

In pursuance to your request, CUES is pleased to provide pricing on a new CUES K2-Dolly configuration, and accessories, per the attached component list.

The unit includes the same 1-year full system warranty CUES offers on all of our equipment as well as full access to extensive loaner-equipment inventory.

## CUES is offering Kingsport, TN the following discounted pricing:

### CUES Equipment:

- Price: **\*\*taxes not included\*\***
  - **CUES K2-Dolly (per unit pricing): \$78,443.03**
    - **Optional Items Itemization: N / A**
- FOB: Destination
- Terms: This Quote and the goods and services quoted thereunder are subject to Cues, Inc. Standard Terms and Conditions of Sale found at: <https://cuesinc.com/pages/cues-terms-and-conditions-of-sale>. By accepting this Quote, Buyer agrees to be bound by these terms. Net 30 (with approval – deposit required for all contractor sales).
- Delivery: **8 Weeks ARO**

**Pricing is valid for 45 days.  
Changes made to unit once in production  
potentially incur additional cost.**

<b>Sub Total:</b>	<b>\$78,443.03</b>
Software Maintenance:	\$0.00
Training (On-site):	\$0.00
<b>Sub Total:</b>	<b>\$78,443.03</b>
25% Deposit <sup>(7)</sup> :	\$0.00
<b>TOTAL <sup>(8)</sup>:</b>	<b>\$78,443.03</b>

**Specifications For: Kingsport TN**

- 1 OZ2 P&T ZOOM M/C LED CAMERA**
  - 1 Solid State Color Sewer TV Camera
  - 1 Pan & Rotate Camera Head, 320:1 Optical/Digital Zoom
  - 1 NTSC Color Standard with Automatic Iris / Focus
  - 1 4 x 5W Cluster LED's for 6" through 72" lines
  - 1 Camera Transportation and Storage Case
  
- 1 BUILT-IN SONDE FOR MAINLINE CAMERA TO INCLUDE:**
  - 1 Built In Transmitter, 512 Hz
  
- 1 21" TRAC TRANSPORTER M/C TO INCLUDE:**
  - 1 6" Trac Transporter with Freewheel and Powered Reverse
  - 1 Y Eliminator
  
- 1 8"-15" EXTENDERS FOR 21" TRAC TRANSPORTER**
  
- 1 SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE:**
  - 1 Additional Chain Links And Rubber Cleats
  
- 1 12/5/4 ADAPTER CABLE**
  
- 1 18" - 24" TRAC TRANSPORTER EXTENSION KIT**
  
- 1 TRAC TRANSPORTER EXTENSION 30"**
  
- 1 TRAC TRANSPORTER EXTENSION 36"**
  
- 1 PCU ASSEMBLY, NTSC**

Combination Color Camera Control System / Monitor (110 VAC or 220 VAC, 50 Hz or 60 Hz, NTSC or PAL)

  - 1 Mounted in Transportation Cabinet
  - 1 10" Flat Screen Monitor & Set of Connecting Jacks for Video In and Video Out
  - 1 Integral Data Display System to Include:
    - 1 Alpha Numeric Information Display & Multi Paging and Defect Coding
    - 1 Remote "QWERTY" Keyboard
  
- 1 TEST CABLE**
  
- 1 WIRED USB CONTROLLER**
  - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
    - 1 360 Degree Rotate
    - 1 330 Degree Optical Pan
  - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
  - 1 Camera Lift Control for Optional Electronic Camera Lift
  - 1 All Other Controls for Camera to Include:
    - 1 Camera Iris and Focus Override & Zoom
    - 1 Camera Lights & Shutter Control for Light Enhancement
    - 1 Camera Diagnostics & Auto Home
  - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
  - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

Item X111.



**1 WIRELESS CONTROLLER**

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
  - 1 Camera Iris and Focus Override & Zoom
  - 1 Camera Lights & Shutter Control for Light Enhancement
  - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

**1 1000' CABLE ASSEMBLY, M/C 12PIN METAL**

- 1 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
- 1 .450 Diameter
- 1 Metal Splice Chamber with Pigtail
- 1 Cable Strain Relief

**1 WHEELED DOLLY, 110V TO INCLUDE:**

- 1 Electric Motor Rewind
- 1 Hand Crank
- 1 Automatic Levelwind
- 1 Electronic Footage Meter

**1 CABLE 4'-CONTROL UNIT TO DOLLY**

**1 PCU ENCLOSURE FOR DOLLY TO INCLUDE**

- 1 Gooseneck Microphone
- 1 Mini Keyboard
- 1 Power Cable

**1 NO COMPUTER/NO SOFTWARE - (NOTE: CUSTOMER WILL BE USING IT-PIPES)**

**1 Cues Accupoint Kit**

MS611 (Locates all sondes and has line trace modes). Sonde frequencies 512Hz / 8kHz / 33kHz Line trace frequencies 512Hz / 8kHz / 33kHz / 65 kHz  
Includes MS611, 04/ACCUPOINTBAG, CS775 D-CELL BATTERY, 90/ACCU-UG/01 USER GUIDE

**1 REDI EVALUATION KIT TO INCLUDE:**

- 1 Rugged Weather Proof Storage Case
- 1 Digital Hi-Resolution Wide Angle Web Camera
- 1 Diagnostic Test Box To Include:
  - 1 Voltage Test Points
  - 1 Built-In Mini Camera
- 1 Footage Test Box
- 1 Digital Multi-Meter
- 1 USB Diagnostic Tool
- 1 Video Cables And Adaptors

Item X111.

- 1 TIGER TAIL
- 1 MANHOLE TOP ROLLER ASSEMBLY, TV ONLY
- 3 POLE ASSY,RETRIEVAL/DOWNHOLE TL,58"
- 1 RETRIEVAL HOOK
- 1 FIELD TRAINING FOR ID SYSTEM, 2 DAYS
- 1 SHIPPING AND HANDLING

# K2 WHEELED DOLLY

## Mini-Mainline Inspection System

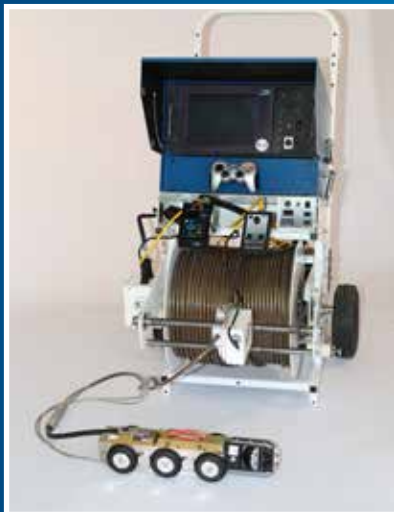
The K2 Wheeled Dolly is a portable, rugged, durable mini-mainline system for 6"- 200" (152 mm - 5080 mm) pipeline inspections. Priced at about ½ the cost of vehicle-mounted systems, the K2 Wheeled Dolly provides all of the operational capabilities normally found only in dedicated vehicle systems.

Cost-effective pipeline inspection solution in lieu of a dedicated truck-mounted system.

Wireless control of all camera and transporter functions.

Portable, durable, rugged mini-mainline inspection system for use in 6"- 200" (152 mm - 5080 mm) pipelines.

Can access easements and difficult to reach areas since the system can be wheeled off-road.



The K2 Wheeled Dolly includes the same functions found in truck mounted systems while providing easement access as the entire system is self-contained and can be wheeled off-road. Priced at about ½ the cost of vehicle-mounted systems, the K2 Wheeled Dolly provides all of the operational capabilities normally found only in dedicated vehicle systems.

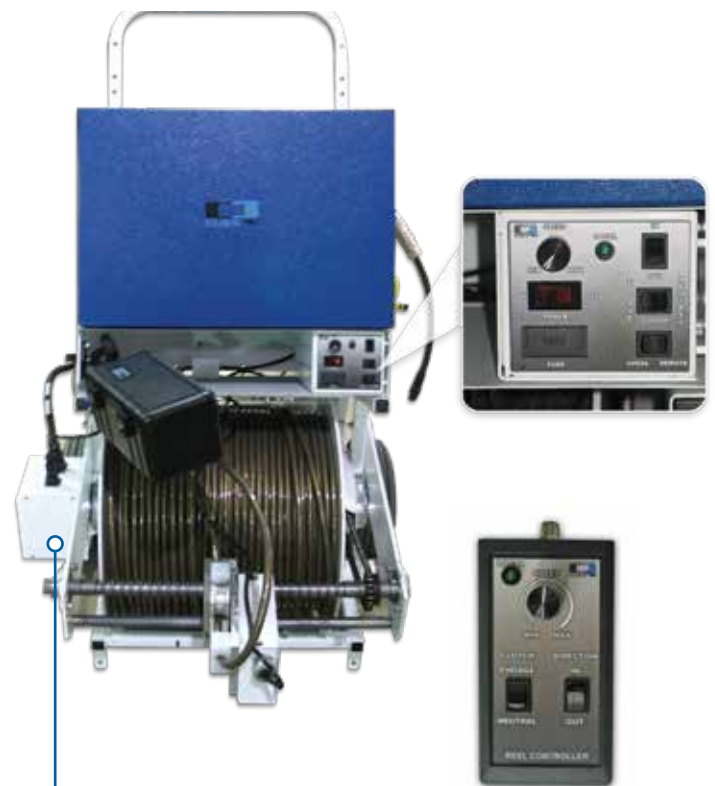
Item XI11.

The K2 Wheeled Dolly portable pipeline inspection system provides all of the operational capabilities normally found only in dedicated vehicle systems.

- Wireless control of all camera and transporter functions.
- Integrated hand-held controller for all CUES transporters and pan and tilt cameras.
- Optional electric clutch with remote, reel control pendant is available.
- Built-in video overlay unit and system diagnostics.
- Portable and compact; easy to move for easement inspection.
- 10" (254 mm) LCD high resolution flat screen monitor.
- Lightweight / compact unit.
- Rugged video cable; minimum 1000 lbs (454 kg) break strength; 1000' (305 m) video cable capacity.
- Works with GraniteNet Asset Inspection/Decision Support Software.
- Optional DVR-SD Digital Video Recorder is available to digitally record and playback manhole and pipeline inspections. The recordings are saved on a SD card.



An optional DVR-SD Digital Video Recorder (DVR) is available to digitally record and playback manhole and pipeline inspections. The recordings are saved on a SD card.



An optional electric clutch with remote reel control pendant is available (shown above).

Item X111.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Amend the Fee Resolution for FY 2024 Fees and Charges Provided for in the City Code**

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

Action Form No.: AF-105-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023  
Final Adoption: June 6, 2023  
Staff Work By: Angie Marshall  
Presentation By: Chris McCartt

**Recommendation:**

Approve the updated fee resolution.

**Executive Summary:**

This proposed resolution incorporates revisions based on changes made to **Chapter 22 – Building and Building Regulations, Chapter 34 – Emergency Management and Services, Chapter 42 – Fire Prevention & Protection, Chapter 50 – Law Enforcement, Chapter 66 – Parks and Recreation Chapter, 86 – Solid Waste, Chapter 102 – Utilities, Chapter 110 – Vehicles for Hire and Chapter 114 – Zoning**. The attached word documents highlight the amended language and fees. Staff recommends the BMA formally approve this resolution to set FY24 fees and charges accordingly.

**Attachments:**

- 1. Fee Resolution
- 2. Summary showing changes only (no utilities)
- 3. Summary of changes to utilities

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



**RESOLUTION NO. 2023-???**

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. 2023-??? on June 6, 2023

Effective July 1, 2023, unless otherwise stated herein

**Chapter 2 - Administration**

- A. Returned check handling charge..... \$30.00
- B. Kingsport City Flag.....Cost + \$5.00
- C. City Court costs (per case)..... \$60.00
  - (a) State Litigation fee..... \$13.75
  - (b) Local Litigation fee..... \$13.75
- D. Public Records
  - 1. Code of Ordinances
    - (a) 2012 Code of Ordinances (hard copy)..... \$188.00
    - (b) 2012 Code of Ordinances (hard copy in binder with tabs)..... \$293.00
    - (c) Each Supplement to the 2012 Code of Ordinances (hard copy) ..... \$63.81
    - (d) Each Supplement to the 2012 Code of Ordinances (hard copy in binder with tabs) ..... \$60.00
  - 2. Copy/Duplication
    - (a) Per page – black and white (more than 10 pages) ..... \$0.15
    - (b) Per page – color (more than 10 pages)..... \$0.50
    - (c) Audiotape..... \$5.00
    - (d) Compact Disc ..... \$5.00
    - (e) Digital Video Disc..... \$5.00
    - (f) Cost of labor, in excess of one hour, spent locating, retrieving, redacting and reproducing requested records.....varies
- E. Credit and Debit Card Transactions and Convenience Fees
  - 1. Payment transactions made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods except those noted below \$3.00
    - (a) Transaction Limit on Utility Payments made by Credit or Debit Cards utilizing one of the methods above..... \$500.00
  - 2. Payment transactions made “face-to-face”..... \$0.00
    - (a) Transaction Limit on Utility Payments made by Credit or Debit Cards “face-to-face”.....\$2,500.00
  - 3. Payment transactions made via internet through Kingsport Public Library payment systems .....\$0.50
  - 4. Payment transactions made via internet for Leisure Services Activities.....\$0.00
  - 5. Payment transactions made vis internet or Interactive Voice Response (IVR) systems for Red Light Camera Citations.....\$0.00
  - 6. Payment transactions made via onsite Kiosk for utilities or miscellaneous receivables.....\$0.00
- F. Property Taxes Paid with Credit and Debit Card Transactions, including real or personal– internet, kiosk, or face to face:
  - 1. Card Processing Fee for Property taxes paid with a Debit or Credit Card..... 2.75%

- G. Engineering
  - 1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).
    - (a) Construction plans, specifications, bid form & associated documents..... \$50.00

**Chapter 6 - Alcoholic Beverages and Beer** (all application filing fees are nonrefundable)

- A. On-Premises and/or Off-Premises beer permit application filing fee.....\$250.00
- B. Special occasion/Multiple Event beer application fee (calendar year fee)..... \$50.00
- C. Temporary beer application fee..... \$50.00

**Chapter 22 - Building and Building Regulations**

- A. Electrical
  - 1. Permit fees
    - (a) Minimum electrical permit issuance fee..... \$30.00
    - (b) Outlets, each.....\$0.50
    - (c) Luminaires, strobe, horn, each.....\$0.50
    - (d) Switches, each.....\$0.50
    - (e) Motors
      - (1) Fractional ..... \$1.00
      - (2) Each additional motor or horsepower or fraction thereof ..... \$1.00
    - (f) Services
      - (1) Up to and including 100 amperes ..... \$30.00
      - (2) Each additional 100 amperes ..... \$10.00
    - (g) Temporary Service.....\$30.00
    - (h) Water Heater ..... \$5.00
    - (i) Range.....\$5.00
    - (j) Dryer.....\$5.00
    - (k) Transformer, each KVA ..... \$0.50
    - (l) Heating System/Generator/Solar/EV, per KW ..... \$1.00
    - (m) Cooling & refrigeration systems per tonnage.....\$1.00
    - (n) Pool Electric.....\$30.00
    - (o) Additional inspections necessary due to insufficient/unacceptable work...\$50.00
    - (p) Fee for Solar/Generator/EV install.....\$30.00 \$5.00 per \$1,000 of job cost
  - 2. Technology Fee.....\$7.00
  - 3. Electricians
    - (a) Application review fee ..... \$30.00
    - (b) Electric contractor annual licensing fee ..... \$50.00
    - (c) Working without a permit ..... DOUBLE PERMIT FEE
- B. Gas
  - 1. Gas permit fees
    - (a) Minimum gas permit issuance fee..... \$30.00
    - (b) Conversion burners, heating boilers
      - (1) Up to and including 1,200 square feet of steam or 1,800 square feet of water ..... \$20.00
      - (2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water..... \$25.00
      - (3) 5,001 to 25,000 square feet of steam ..... \$35.00
      - (4) Over 25,000 square feet of steam ..... \$45.00
    - (c) Conversion burners, power boilers
      - (1) Up to and including 5 horsepower ..... \$20.00
      - (2) 6 - 50 horsepower ..... \$25.00

	(3)	51 - 150 horsepower .....	\$35.00
	(4)	Over 150 horsepower.....	\$45.00
(d)		Furnaces	
	(1)	Up to and including 100,000 BTU .....	\$15.00
	(2)	Over 100,000 BTU .....	\$25.00
	(3)	Floor furnace (one).....	\$15.00
	(4)	Each additional floor furnace (in same building) .....	\$10.00
(e)		Conversion burners, furnaces	
	(1)	Up to and including 100,000 BTU.....	\$20.00
	(2)	100,001 to 200,000 BTU .....	\$25.00
	(3)	Over 200,000 BTU .....	\$45.00
(f)		Space heaters	
	(1)	Up to and including 30,000 BTU.....	\$20.00
	(2)	30,001 to 50,000 BTU .....	\$25.00
	(3)	Over 50,000 BTU .....	\$30.00
	(4)	Each additional space heater (in same building) .....	\$10.00
(g)		Unit heaters	
	(1)	50,000 - 200,000 BTU, each .....	\$20.00
	(2)	Over 200,000 BTU .....	\$25.00
(h)		Accessory gas equipment	
	(1)	Grills, dryers, ranges, fryers, logs, etc. ....	\$15.00
	(2)	Pool heater up to 100,000 BTU .....	\$15.00
	(3)	Pool heater and other equipment over 100,000 BTU.....	\$25.00
	(4)	Water heater up to and including 100,000 BTU .....	\$15.00
	(5)	Water heater/boiler over 100,000 BTU .....	\$25.00
	(6)	Gas generator .....	\$25.00
	(7)	Unit heater up to & including 200,000 BTU.....	\$20.00
	(8)	Unit heater over 200,000 BTU.....	\$25.00
	(9)	Floor furnace, each .....	\$15.00
	(10)	Furnaces up to & including 100,000 BTU .....	\$15.00
	(11)	Furnaces over 100,000 BTU .....	\$25.00
	(12)	Space heaters up to 50,000 BTU .....	\$25.00
	(13)	Space heaters over 50,000 BTU .....	\$30.00
	(14)	Up to & including 500 gallon propane tank .....	\$15.00
	(15)	501-1000 gallon propane tank.....	\$25.00
	(16)	1001 gallon & up propane tank.....	\$30.00
	(17)	Fuel tank installation/removal, per tank .....	\$30.00
(i)		Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):	
	(1)	20,000 - 200,000 BTU .....	\$20.00
	(2)	200,001 - 300,000 BTU .....	\$25.00
	(3)	300,001 - 1,000,000 BTU .....	\$30.00
	(4)	1,000,001 - 5,000,000 BTU .....	\$35.00
	(5)	Over 5,000,000 BTU .....	\$40.00
(k)		Pipe testing for gas installation	
		Minimum fee for testing gas pipe installation.....	\$30.00
(l)		Additional inspections necessary due to insufficient/unacceptable work...	\$50.00
2.		Technology Fee.....	\$7.00
3.		Gas Fitters	
	(a)	Application review fee .....	\$30.00
	(b)	Annual licensing fee.....	\$50.00
	(c)	Working without a permit .....	DOUBLE PERMIT FEE

- C. Plumbing
  - 1. Permit and inspection fees
    - (a) Minimum plumbing permit issuance fee ..... \$30.00
    - (b) Each fixture or opening into sewer line ..... \$5.00
    - (c) Water heater opening fee ..... \$5.00
    - (d) Additional inspections necessary due to insufficient/unacceptable work...\$50.00
    - (e) Connection to the City sewer system (new & replacement)..\$30.00
    - (f) Connection to the City water system (new & replacement)...\$30.00
  - 2. Technology Fee..... \$7.00
  - 3. Plumbers
    - (a) Application review fee ..... \$30.00
    - (b) Annual license fee ..... \$50.00
    - (c) Working without a Permit (all types)..... DOUBLE PERMIT FEE
- D. Mechanical
  - 1. Permit fees
    - (a) Minimum mechanical permit issuance fee..... \$30.00
    - (b) Fee for heating/ventilating duct, air conditioning and refrigeration systems ..... \$30.00 + \$5.00 per \$1,000 of job cost
    - (c) Fee for sprinkler/fire suppression/fire alarm systems...\$30.00 +\$5.00 per \$1,000 of job cost
    - (d) Hood Cleaning inspection.....\$50.00
    - (e) Additional inspections necessary due to insufficient/unacceptable work...\$50.00
    - (f) Fuel tank installation/removal....\$30.00 + \$5.00 per \$1,000 of job cost
    - (g) Boilers based on BTU input
      - (1) 33,000 (1 BHP) - 165,000 BTU (5 BHP)..... \$20.00
      - (2) 165,001 (5 BHP) - 330,000 BTU (10 BHP) ..... \$25.00
      - (3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP) ..... \$30.00
      - (4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP) ..... \$35.00
      - (5) Over 3,300,000 BTU ..... \$45.00
  - 2. Technology Fee..... \$7.00
  - 3. Mechanical Installers
    - (a) Application review fee ..... \$30.00
    - (b) Mechanical contractor annual licensing fee..... \$50.00
    - (c) Working without a permit.....DOUBLE PERMIT FEE
- E. Building Permit Fees (includes grading permits)
  - 1. Total Valuation
    - (a) \$1.00 - \$2,000: minimum fee ..... \$30.00
    - (b) \$2,001 - \$50,000: \$30.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to and including \$50,000
    - (c) \$50,001 - \$100,000: \$246.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to and including \$100,000
    - (d) \$100,001 - \$500,000: \$421.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$500,000
    - (e) \$500,001.00 and up: \$1,621.00 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof
    - (f) Building without a Permit ..... DOUBLE PERMIT FEE
  - 2. Contractors/Home Improvement
    - (a) Application Fee.....\$30.00
  - 3. Technology Fee..... \$7.00
  - 4. Moving of any building or structure ..... \$100.00



- 5. Demolition
  - (a) Residential building or structure (30 day limit)..... \$50.00
  - (b) Commercial structure..... \$100.00
  - (c) Interior Demolition/Remodel Total Valuation
    - (1) \$1.00 - \$2,000: minimum fee ..... \$30.00
    - (2) \$2,001 - \$50,000: \$30.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to and including \$50,000
    - (3) \$50,001 - \$100,000: \$246.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to and including \$100,000
    - (4) \$100,001 - \$500,000: \$421.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$500,000
    - (5) \$500,001.00 and up: \$1,621.00 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof
- 6. Temporary structures, tents, banners, etc. (minimum fee)..... \$30.00
  - (a) Tents, 30-day maximum
  - (b) Banners, 15-day maximum twice a year
- 7. Sign permits, per square foot (minimum \$30 fee if less than 20 sq. ft.)..... \$1.00
- F. Plans Review
  - 1. Review Fee, Residential..... No Fee
  - 2. Review Fee, Commercial & Multi-family (3 or more units) & grading/site plan based on construction value:
    - (a) Up to \$100,000 ..... \$25.00
    - (b) \$100,001 - \$200,000..... \$50.00
    - (c) \$200,001 - \$300,000..... \$100.00
    - (d) \$300,001 - \$400,000..... \$150.00
    - (e) \$400,001 - \$500,000..... \$200.00
    - (f) \$500,001 - \$1,000,000..... \$250.00
    - (g) \$1,000,001 - \$2,000,000..... \$300.00
    - (h) \$2,000,001 - \$3,000,000..... \$350.00
    - (i) \$3,000,001 - \$4,000,000..... \$400.00
    - (j) \$4,000,001 - \$5,000,000..... \$500.00
    - (k) \$5,000,001 and above ..... Value X 0.0001
- G. Certificates of Occupancy
  - 1. Residential..... No Fee
  - 2. Commercial
    - (a) Permanent..... \$25.00
    - (b) Temporary, 30 days maximum..... \$50.00
    - (c) Temporary Extension, 15 days maximum ..... \$50.00
    - (d) Change of Use..... \$25.00

**Chapter 26 - Businesses**

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

*\*These permits shall remain valid for one year after issuance.*

**Chapter 42 – Fire Prevention & Protection**

- A. Food trucks/trailers
  - 1. Initial annual inspection..... \$150.00
  - 2. Annual renewal ..... \$50.00
  - 3. 3-day permit..... \$75.00
- B. To hire a Firefighter for special events/details (3 hour minimum).....\$50.00/hour  
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. Library User Fees
  - 1. Non-resident fee, per year..... No charge
  - 2. Overdue fines
    - (a) Charge per day, each book or other non-video/film circulating item (maximum \$2.00 each Adult item or Juvenile item)..... \$0.20
    - (b) Charge per day each video/DVD (max. \$5.00 each video/DVD) ..... \$1.00
    - (c) Charge per hour each non-circulating item ..... \$0.25
    - (d) Charge per day each Storytelling Kit (max. \$20.00 each kit)..... \$2.00
    - (e) Charge per day each Playaway View or Launchpad..... \$5.00
    - (f) Charge if Playaway View or Launchpad is returned anywhere but to Library staff..... \$5.00
    - (g) Charge if Playaway View or Launchpad is returned uncharged ..... \$2.00
    - (h) Charge per day each video game (max \$5.00 each video game)... \$1.00
  - 3. Lost material fees
    - (a) Collection materials, plus replacement cost..... \$10.00
    - (b) Library Card replacement, 1<sup>st</sup> Time/Subsequent ..... \$1.00/\$5.00
    - (c) Playaway View or Launchpad..... \$99.00
    - (d) Charging cord replacement for Playaway View or Launchpad ..... \$14.00
  - 4. Duplication fee
    - (a) Photocopying or printing per page ..... \$0.15
    - (b) Microfilm or microfiche copying per page..... \$0.15
    - (c) Color Copy per page ..... \$0.50
    - (d) Fax per page ..... \$1.00
  - 5. Auditorium use, per hour, Commercial ..... \$25.00
  - 6. Board Room, per hour, Commercial ..... \$15.00
  - 7. Kitchen, per use ..... \$15.00
  - 8. 3D Printer
    - (a) Per Gram of Filament ..... \$0.15
    - (b) Per Print Request ..... \$1.00
  - 9. Makerspace
    - (a) Buttons ..... \$0.25
    - (b) Magnets ..... \$0.50
    - (c) Cricut Page..... \$1.50
    - (d) Laminator, per inch..... \$0.05

- 10. Hotspot or Digital Access Pack
  - (a) Hotspot or Digital Access Pack Checkout, 7 days..... \$10.00
  - (b) Hotspot or Digital Access Pack Overdue, per day..... \$5.00
  - (c) Hotspot or Digital Access Pack Maximum Overdue Fee ..... \$25.00
  - (d) Hotspot or Digital Access Pack returned anywhere but to Library Staff ... \$25.00
  - (e) Lost Hotspot USB Cable..... \$10.00
  - (f) Lost Hotspot or Digital Access Pack Charger ..... \$10.00
  - (g) Lost Hotspot Carrying Case..... \$5.00
  - (h) Lost Hotspot ..... \$50.00
  - (i) Lost Digital Access Pack..... Replacement Cost
- 11. Library of Things
  - (a) Overdue fine, per day ..... \$5.00
  - (b) Maximum fine ..... \$25.00
  - (c) Returning anywhere but to Library staff ..... \$5.00
  - (d) Lost item..... Replacement cost
- B. Archives User Fees
  - 1. Publication (print, electronic, video or film) use fee, images
    - (a) For profit corporations, partnerships, businesses or individuals
      - (1) Editorial (i.e. within a published work) ..... \$20.00
      - (2) News organizations..... \$20.00
      - (3) Non-editorial (i.e. posters, brochures, etc.) ..... \$100.00
    - (b) Non-profit corporations, organizations, government agencies or individuals
      - (1) Editorial, educational, personal ..... \$10.00
      - (2) Non-editorial ..... \$10.00
  - 2. Publication use fee, audio/video, for profit only
    - (a) For profit corporations
      - (1) Audio recording, per minute ..... \$50.00
      - (2) Video recording, per minute ..... \$50.00
    - (b) For non-profit corporations
      - (1) Audio recording, per minute ..... \$25.00
      - (2) Video recording, per minute ..... \$25.00
  - 3. Exhibition use fee
    - (a) For profit..... \$25.00
    - (b) Non-profit ..... \$10.00
  - 4. Videotaping or filming onsite fee
    - (a) For profit set up ..... No charge
    - (b) For profit pull fee per item..... No charge
    - (c) Non-profit, set up fee only..... No charge
  - 5. Duplication fee, photocopying
    - (a) 8" x 10 " or 11" x 14" paper per page ..... \$0.15
    - (b) 11" x 17" paper per page ..... \$0.15
  - 6. Duplication fee, scanning
    - Per image (\$10.00 minimum includes first image cost)..... \$1.00
  - 7. Duplication fee, audio recordings
    - (a) Tapes each..... \$3.00
    - (b) CD, each ..... \$5.00
    - (c) Staff time per hour (½-hour minimum) ..... \$8.00
  - 8. Duplication fee, video recordings
    - (a) Tapes each..... \$5.00
    - (b) Staff time per hour (min. ½ hour) ..... \$8.00
  - 9. Duplication fee, slides
    - (a) For profit per group of 10 slides, plus offsite duplication cost..... \$25.00

	(b) Non-profit per group of 10 slides, plus offsite duplication cost. ....	\$5.00
10.	Faxing fee per group of 10 pages, plus duplication cost .....	\$2.00
11.	Postage and handling fee	
	(a) Total order cost of \$10.00 or less .....	\$2.00
	(b) Total order cost between \$10.00 and \$20.00.....	\$3.00
	(c) Total order cost of \$20.00 or more.....	\$4.00
	(d) Certified mail (large orders) .....	\$7.00
C.	Reservation of Study Space and Media Center- for up to four hours at a time	
1.	Study Space	
	(a) Non-commercial/Nonprofit.....	\$0.00
	(b) Commercial use.....	\$5.00
2.	Media Center	
	(a) Non-commercial/Nonprofit.....	\$0.00
	(b) Commercial use.....	\$15.00

**Chapter 58 - Manufactured Homes and Trailers**

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

**Chapter 62 – Offenses and Nuisances**

State Law References:

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

**Chapter 66 – Parks and Recreation**

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

- Kingsport Chamber of Commerce
- Kingsport Economic Development Board
- Kingsport Housing Authority
- Downtown Kingsport Association
- Leadership Kingsport
- Kingsport Convention & Visitor's Bureau

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

**CULTURAL ARTS EVENTS/FACILITIES:**

A.	Cultural Arts Fees for Special Events	
1.	Concerts/Theatre Performances.....	\$5.00 - \$150.00
	(cost per adult, senior and student ticket will be determined on each Event basis)	
2.	"Christmas Connection" - Annual arts and crafts	
	(Admission fee to be determined on Event basis)	
	Festival fee per exhibitor's space .....	\$100.00 - \$125.00
	(based on hours of operation)	
3.	Carousel Fine Arts & Crafts Show Festival Fee.....	\$80.00 - \$130.00
	(based on hours of operation)	

B. Kingsport Renaissance Center

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

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

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

- (a) Fees are per hour.
- (b) 3-hour minimum rental. Plus base fee = 1 hour rental.

<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	<u>COST/HR</u>
228	Conference room	23 x 30	\$17.00
230	Meeting Room	23 x 30	\$17.00
231	Gallery	23 x 30	\$17.00
232	Gallery	23 x 30	\$17.00
239	Exhibit/Meeting	23 x 46	\$25.00
302	Dance Studio	23 x 45	\$25.00
310	Rehearsal Hall	36 x 54	\$27.00

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)..... \$25.00

- (1) Rental must be in conjunction with another room rental
- (2) Certain activities may be restricted.

- (e) Dining Room, per hour (3-hour minimum) ..... \$25.00

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

3. Equipment Rentals

- (a) Piano rental, per use..... \$27.00

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

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

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

**PARK AND RECREATION EVENTS/FACILITIES:**

A. Civic Auditorium Rental Fees

NOTE: Deposit – 50% of rental fee may apply at the discretion of the 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.

1. Parking Lot & Grounds (8-hour minimum - does not include tables & chairs)

- (a) With Building Access ..... \$300.00
- (b) With Building Access, Event with Sales/Tickets ..... \$340.00
- (c) Without Building Access ..... \$130.00
- (d) Without Building Access, Event with Sales/Tickets ..... \$145.00



- (e) Equipment Fees
    - (1) Tables - each per day ..... \$4.00
    - (2) Chairs - each per day ..... \$2.00
  - 2. Main Hall
    - (a) Inside City rentals, per day (8-hour maximum)
      - (Includes tables & chairs)..... \$375.00
      - (1) Set up day (8-hour maximum) ..... \$200.00
    - (b) Inside City rentals, per day, Event with Sales/Tickets
      - (8-hr. maximum) ..... \$400.00
    - (c) Outside City rentals, per day (8-hour maximum)
      - (Includes tables & chairs)..... \$450.00
      - (1) Set up day (8-hour maximum) ..... \$250.00
    - (d) Outside City rentals, per day, Event with Sales/Tickets
      - (8-hour maximum) ..... \$475.00
    - (e) Exhibit rental (8-hour maximum) [Excludes charge for tables & chairs]
      - (1) Set-up day (not open to public)..... \$250.00
      - (2) Sales/open dates (per day)..... \$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 responsibility of the renter.

    - (a) Meeting/Party Rooms, per hour, each (3 hour minimum).....\$15.00
    - (b) Conference Room, per hour (3 hour minimum).....\$18.00
    - (c) Event with Sales/Tickets, per hour, each room.....\$2.00
    - (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 regular rate)
    - (e) Exhibits, per room/per hour.....\$20.00
  - 4. Equipment rental
    - (a) Tables – each per day ..... \$1.50
    - (b) Chairs – each per day..... \$0.75
    - (c) Marquee - per day (includes both panels)..... \$10.00
    - (d) Piano ..... (Must pay fee to have piano tuned)
    - (e) Risers, each, per day ..... \$3.00
  - 5. Equipment rental off-site
    - (a) Tables, per day each ..... \$10.00
    - (b) Risers, per day each..... \$12.00
  - 6. Tennis/Pickleball Session Fee (1 ½ -hour blocks, per court)..... \$20.00
- B. V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees
- NOTE: Deposit – 50% of rental fee may apply at the discretion of 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 (2-hour minimum).....\$30.00

- (b) Non-City residents, individual & groups, per hour (2-hour minimum)...\$45.00
- (c) Equipment Fees
  - (1) LCD projector and screen, per Event..... \$40.00
- (d) Catering Kitchen
  - (1) Use w/Douglass Room no food preparation, per Event.....\$25.00
  - (2) Use w/Douglass Room for food preparation, per Event..... \$40.00
- (e) Event with Sales/Tickets, per hour.....\$5.00
- 2. Computer/Learning Lab Rental Fees
  - (a) Computer/Learning Lab use for training purposes per hour ..... \$16.00
- 3. Eastman Foundation Conference Rm. per hour (2-hour minimum)..... \$13.00
  - (a) Eastman Foundation Conference Room per hour  
Event with Sales/Tickets (2 hour minimum) ..... \$15.00
  - (b) Equipment fees
    - (1) LCD projector and screen, per Event..... \$40.00
- 4. Gym Rentals  
NOTE: Deposit - \$50.00 per gym, per day may apply at the discretion of the Parks and Recreation Management
  - (a) Gym #1 Rental – (Excludes Concession Rights)
    - (1) Gymnasium Usage, per hour (2-hour minimum).....\$30.00
    - (2) Use of Locker Room/Showers (per day for Event).....\$20.00
    - (3) Vendor fee for events with sales/tickets.....\$15.00
    - (4) Tournament Rental, per day (10-hour maximum).....\$300.00
    - (5) Each additional hour after 10.....\$15.00
  - (b) Gym #2 Rental – (Excludes Concession Rights)
    - (1) Gymnasium Usage, per hour (2-hour minimum).....\$40.00
    - (2) Use of Locker Room/Showers (per day for Event).....\$20.00
    - (3) Vendor fee for events with sales/tickets.....\$15.00
    - (4) Tournament Rental, per day (10-hour maximum).....\$350.00
    - (5) Each additional hour after 10.....\$20.00
  - (c) Vendor Fee, Gyms 1 and 2 per Event with Sales/Tickets.....\$35.00
- 5. Field Rental
  - (a) Per Hour (3-hour minimum) .....\$20.00
  - (b) Per Hour (3-hour minimum) Event with Sales/Tickets .....\$22.00
  - (c) Use of Lights, per day .....\$20.00-\$50.00
- 6. Parking Lot without Gym/Bathroom Access (*Does not include tables and chairs*)
  - (a) 8-hour minimum.....\$100.00
  - (b) Additional time, per hour.....\$20.00
  - (c) Parking Lot with Bathroom Access.....\$125.00

C. Park Rentals

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

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

- 1. Borden Park
  - (a) Shelters Large (3-hour minimum)
    - (1) Shelter Fee – City residents, individual & groups,  
Per hour, per shelter each ..... \$10.00
    - (2) Shelter Fee – City residents, individual & groups, per hour,  
Per shelter each, Event with Sales/Tickets..... \$12.00
    - (3) Shelter Fee – Non-City resident, individuals and groups,  
Per hour, per shelter each, ..... \$17.00

- (4) Shelter Fee – Non-City resident, individuals and groups, per hour,  
Per shelter each, Event with Sales/Tickets ..... \$20.00
- (b) Shelters Small (3-hour minimum)
  - (1) Shelter Fee – City resident, individual & groups,  
Per hour, per shelter each ..... \$8.00
  - (2) Shelter Fee – City Resident, individual & groups, per hour  
Per shelter each, Event with Sales/Tickets..... \$10.00
  - (3) Shelter Fee – Non-City resident, individuals and groups,  
Per hour, per shelter each, ..... \$12.00
  - (4) Shelter Fee – Non-City resident, individuals and groups,  
Per hour, per shelter each, Event with Sales/Tickets .... \$14.00
- (c) Borden Park Disc Golf Course Tournament
  - (1) Entry Fee, per person ..... \$5.00-\$10.00
  - (2) Vendor Fee, Event with Sales/Tickets..... \$20.00
- (d) Community Center (3-hour minimum)
  - (1) City resident, individuals and groups, Per hour ..... \$20.00
  - (2) City resident, individuals and groups, Per hour  
Event with Sales/Tickets ..... \$22.00
  - (3) Non-City resident, individuals and groups, Per hour..... \$25.00
  - (4) Non-City resident, individuals and groups, Per hour  
Event with Sales/Tickets..... \$27.00
- (e) Borden Park Grounds (3-hour minimum)
  - (1) Per hour..... \$10.00-\$50.00
  - (2) Per hour, Event with Sales/Tickets/Registration Fees ..... \$12.00-\$15.00
  - (3) Exhibit rental, per hour..... \$20.00-\$50.00
- (f) Borden Park grounds with Community Center (3-hour minimum)
  - (1) Per hour..... \$35.00-\$70.00
  - (2) Per hour, Event with Sales/Tickets/Registration Fees..... \$37.00-\$75.00
  - (3) Exhibit rental, per hour..... \$40.00-\$100.00
- 2. Riverview Splashpad Shelter\* (3-hour minimum)
  - (a) City resident, per hour, per shelter each ..... \$15.00
  - (b) City resident, per hour, per shelter each  
Event with Sales/Tickets..... \$17.00
  - (c) Non-City resident, per hour, per shelter each ..... \$20.00
  - (d) Non-City resident, per hour, per shelter each  
Event with Sales/Tickets ..... \$22.00
- 3. Riverfront Park Shelter\* (3-hour minimum)
  - (a) City resident, per hour, per shelter each ..... \$10.00
  - (b) City resident, per hour, per shelter each  
Event with Sales/Tickets..... \$12.00
  - (c) Non-City resident, per hour, per shelter each ..... \$17.00
  - (d) Non-City resident, per hour, per shelter each  
Event with Sales/Tickets..... \$20.00
- 4. Glen Bruce Park Gazebo\* (3-hour minimum)
  - (a) City resident, per hour, per shelter each ..... \$10.00
  - (b) City resident, per hour, per shelter each  
Event with Sales/Tickets..... \$12.00
  - (c) Non-City resident, per hour, per shelter each ..... \$17.00
  - (d) Non-City resident, per hour, per shelter each  
Event with Sales/Tickets..... \$20.00
- 5. Memorial Gardens Park\* (3-hour minimum)
  - (a) Per hour..... \$10.00

- (b) Per hour, Event with Sales/Tickets.....\$12.00
    - (c) Exhibit rental, per hour .....\$20.00
  - 6. Legion Park\* (3-hour minimum)
    - (a) Per hour.....\$10.00
    - (b) Per hour, Event with Sales/Tickets.....\$12.00
    - (c) Exhibit Rental, per hour..... \$20.00
  - 7. Ridgefields Park (3-hour minimum)
    - (a) Per hour.....\$10.00
    - (b) Per hour, Event with Sales/Tickets.....\$12.00
    - (c) Exhibit Rental, per hour..... \$20.00
  - 8. Riverwalk/Greenbelt Shelter (3-hour minimum)
    - (a) City resident, per hour, per shelter each.....\$10.00
    - (b) City resident per hour, per shelter each  
Event with Sales/Tickets.....\$12.00
    - (c) Non-City resident, per hour, per shelter each.....\$17.00
    - (d) Non-City resident, per hour, per shelter each  
Event with Sales/Tickets.....\$20.00
  - 9. Preston Forest Park Shelter (3-hour minimum)
    - (a) City resident, per hour, per shelter each..... \$10.00
    - (b) City resident, per hour, per shelter each  
Event with Sales/Tickets.....\$12.00
    - (c) Non-City resident, per hour, per shelter each..... \$17.00
    - (d) Non-City resident, per hour, per shelter each  
Event with Sales/Tickets..... \$20.00
  - 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
    - (a) 8-hour minimum.....\$400.00
    - (b) 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
- D. Summer Playground Program
  - 1. City resident fee, per child, per session.....\$100.00-\$150.00
  - 2. Non-City resident fee, per child, per session .....\$120.00-\$175.00
- E. Home School Physical Education Class
  - 1. Fee, per session, per student .....\$20.00-\$40.00
- F. Community Center Class and Program Fees
  - 1. Skilled Classes and Instructional Programs
    - (a) per class/session, per student - City resident.....\$5.00-\$50.00
    - (b) per class/session, per student - Non-City resident.....\$10.00-\$75.00
  - 2. Day Camps
    - (a) per session, per student - City resident.....\$5.00-\$40.00
    - (b) per session, per student - Non-City resident.....\$10.00-\$45.00
  - 3. Specialty Camps
    - (a) per session, per student - City resident.....\$20.00-\$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
- G. Athletics
1. Adult Basketball and Softball League Programs.....\$350.00 to \$450.00
    - (a) Non-Resident fee per person ..... \$10.00-\$15.00
    - (b) Maximum Non-Resident fee per team .....\$75.00
  2. Tournaments Fee, per team.....\$75.00-\$150.00
  3. Basketball, 3 on 3 leagues
    - (a) Entry Fee, per team ..... \$75.00-\$85.00
    - (b) Non-City resident fee, per person ..... \$2.00
  4. Volleyball
    - (a) Leagues - Indoor, per team..... \$120.00-\$180.00
      - (1) Non-City resident fee, per person ..... \$10.00-\$15.00
      - (2) Maximum Non-Resident fee per team..... \$75.00
    - (b) Outdoor Leagues and Tournaments
      - (1) Triples .....\$45.00-\$90.00
      - (2) Doubles .....\$30.00-\$60.00
      - (3) Quads.....\$60.00-\$120.00
      - (4) Non-resident fee per person for leagues.....\$2.00
  5. Adult Soccer
    - (a) Entry fee, per person ..... \$30.00-\$50.00
    - (b) Non-City resident fee, per person ..... \$10.00-\$15.00
    - (c) Maximum Non-Resident fee per team..... \$75.00
  6. Adult 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
  7. Adult Dodgeball
    - (a) Entry fee, per team ..... \$85.00-\$100.00
    - (b) Non-City resident fee, per person ..... \$10.00-\$15.00
    - (c) Maximum Non-Resident fee per team.....\$75.00
  8. Tennis/Pickleball Instruction
    - (a) Instruction-Adults (19 and over), per session ..... \$30.00-\$100.00
      - Non-City resident fee, per session ..... \$5.00
    - (b) Instruction-Children/teens (under 19), per session....\$20.00-\$80.00
      - Non-City resident fee, per session ..... \$5.00
    - (c) Youth Tennis League Program - City resident fee ..... \$15.00-\$60.00
      - Non-City resident fee ..... \$5.00
  9. Tennis/Pickleball Tournament
    - (a) Entry fee, singles ..... \$10.00-\$20.00
    - (b) Entry fee, doubles.....\$20.00-\$40.00
  10. Tennis/Pickleball Courts Rental
    - (a) Individually per 1½ hour..... \$18.00
    - (b) 2 courts per 4-hour block, Monday-Friday..... \$50.00
    - (c) 2 courts per 8 to 12-hour block, Saturday-Sunday ..... \$65.00
    - (d) 4 courts per 4-hour block, Monday-Friday..... \$70.00
    - (e) 4 courts per 8 to 12-hour block, Saturday-Sunday ..... \$85.00
    - (f) 6 courts per 4-hour block, Monday-Friday ..... \$90.00
    - (g) 6 courts per 8 to 12-hour block, Saturday-Sunday ..... \$105.00
    - (h) 8 courts per 4-hour block, Monday-Friday..... \$110.00
    - (i) 8 courts per 8 to 12-hour block, Saturday-Sunday ..... \$125.00
    - (j) Vendor Fee per Event with Sales/Tickets..... \$15.00



11. Athletic Field Rental and Equipment  
 NOTE: Deposit—\$50.00 per field may apply at the discretion of Parks & Recreation Management. Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility.  
 \*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.
- (a) Softball/Baseball field rental, per day per field (excludes concession rights) (12-hour maximum).....\$85.00-\$120.00
    - (1) Each additional hour after 12 ..... \$15.00-\$25.00
    - (2) Use of lights, per day per field .....\$25.00-\$75.00
    - (3) Field drying material (per bag).....\$20.00
  - (b) Soccer field rental, per day per field (excludes concession rights) (12-hour maximum) ..... \$85.00-\$120.00
    - (1) Each additional hour after 12)..... \$40.00
    - (2) Use of lights, per day per field ..... \$25.00-\$75.00
    - (3) Fee, per team (tournaments, scrimmages, practices)..... \$20.00-\$30.00
  - (c) Softball/Baseball/Miracle Field Soccer Field Rental (2-hour minimum)
    - (1) Per hour, per field (excludes concession rights)..... \$15.00-\$40.00
    - (2) Use of lights, per hour per field ..... \$15.00
  - (d) Use of Parking Lot at Athletic Facilities  
 (Use of restroom facilities included) ..... \$100.00-\$150.00
  - (e) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum) .....\$15.00-\$25.00
  - (f) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament \$50.00-\$75.00
  - (g) Rental of portable mounds per field, per tournament..... \$75.00-\$100.00
  - (h) Rental of green/white portable fencing per field, per tournament/event..\$75.00-\$100.00
  - (i) Rental of chain link portable fencing per field, per tournament/event.....\$100.00
  - (j) Rental of white portable fencing (price per piece) ..... \$20.00
  - (k) Delivery charge for white fencing ..... \$50.00
  - (l) Set-up fee for white fencing (price per piece).....\$20.00
  - (m) Vendor selling fee, per tournament/Event per venue W/Sales/Tickets...\$100.00
12. Miracle Field Shelter\* (3 hour minimum)
- (a) City resident, per hour.....\$20.00
  - (b) City resident, per hour, Event with Sales/Tickets.....\$25.00
  - (c) Non-City resident, per hour.....\$30.00
  - (d) Non-City resident, per hour, Event with Sales/Tickets.....\$35.00
13. Youth Registration Fee
- (a) Youth registration fee per sport ..... \$20.00-\$50.00
  - (b) Late registration fee (after deadline)..... \$5.00-\$25.00
  - (c) Equipment and Uniform Fee..... \$15.00-\$50.00
- H. Allandale (Seasonal rates may apply to some Allandale Rental Fees)  
 NOTE: Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of Facility Management.  
 \*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.
- 1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Parties Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
    - (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM ..... \$350.00
    - (b) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM  
 Event with Sales/Tickets ..... \$375.00

- (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM ..... \$500.00
- (d) 0-100 people, Monday-Thursday, 5 PM – 11 PM  
Event with Sales/Tickets ..... \$550.00
- (e) 0-100 people, Friday and Sunday ..... \$900.00
- (f) 0-100 people, Friday and Sunday Event with Sales/Tickets ..... \$950.00
- (g) 0-100 people, Saturday ..... \$1,000.00
- (h) 0-100 people, Saturday Event with Sales/Tickets ..... \$1,200.00

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

*Includes 50 folding chairs and 6 tables (maximum \$100.00). Does not include use of the Mansion Heron Dome (see Section H.3) or the Amphitheater (see Section H.9).*

- 2. Mansion Meeting Rental Fees
  - (a) 0-50 people, Monday – Thursday ..... \$150.00
  - (b) 0-50 people, Monday – Thursday Event with Sales/Tickets ..... \$175.00
  - (c) 51-100 people, Monday – Thursday ..... \$175.00
  - (d) 51-100 people, Monday – Thursday Event with Sales/Tickets... \$200.00
- 3. Mansion Heron Dome Rental Fees – Appropriate Mansion rental may apply
  - (a) Monday – Thursday ..... \$175.00
  - (b) Monday – Thursday Event with Sales/Tickets ..... \$200.00
  - (c) Friday and Sunday ..... \$225.00
  - (d) Friday and Sunday Event with Sales/Tickets ..... \$250.00
  - (e) Saturday ..... \$250.00
  - (f) Saturday Event with Sales/Tickets ..... \$275.00
- 4. Mansion Tour Fees
  - (a) Group tours, Monday – Friday, 8 AM – 4 PM ..... \$25.00 + \$2.00/person
  - (b) Individual tours ..... \$3.00/person
- 5. Rehearsal Fees (all facilities and grounds)
  - (a) Monday – Thursday, 8 AM – 4 PM ..... No Charge
  - (b) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) ..... \$75.00/hour
- 6. Barn Rental Fees (April – October Only)
  - (a) 0-100 people, Monday – Thursday ..... \$375.00
  - (b) 0-100 people, Monday – Thursday Event with Sales/Tickets..... \$425.00
  - (c) 0-100 people, Friday and Sunday ..... \$450.00
  - (d) 0-100 people, Friday and Sunday Event with Sales/Tickets ..... \$500.00
  - (e) 0-100 people, Saturday ..... \$500.00
  - (f) 0-100 people, Saturday Event with Sales/Tickets..... \$575.00

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

*Includes seating for 136 in the hayloft, 5 cocktail tables, and use of the Gazebo and picnic area. There will be a fee for all other tables and chairs.*
- 7. Barn Gazebo Rental Fees
  - (a) Monday – Thursday ..... \$175.00
  - (b) Monday – Thursday Event with Sales/Tickets ..... \$200.00
  - (c) Friday and Sunday ..... \$275.00
  - (d) Friday and Sunday Event with Sales/Tickets ..... \$300.00
  - (e) Saturday ..... \$300.00
  - (f) Saturday Event with Sales/Tickets ..... \$350.00

*Includes use of Barn restrooms. Does not include use of Barn.*
- 8. Picnic Pavilion Rental Fees (April – October Only)
  - (a) 0-100 people, Monday – Thursday ..... \$325.00
  - (b) 0-100 people, Monday – Thursday Event with Sales/Tickets..... \$350.00
  - (c) 0-100 people, Friday and Sunday ..... \$375.00
  - (d) 0-100 people, Friday and Sunday Event with Sales/Tickets ..... \$400.00

- (e) 0-100 people, Saturday ..... \$425.00
- (f) 0-100 people, Saturday Event with Sales/Tickets..... \$450.00
- \*Add \$1.00 for each person over Event maximum.*
- Includes 10 picnic tables & 2 buffet tables. There will be a fee for all other tables & chairs.*
- 9. Amphitheater Rental Fees – Appropriate Mansion rental may apply.
  - (a) Monday-Thursday .....\$200.00
  - (b) Monday-Thursday Event with Sales/Tickets ..... \$275.00
  - (c) Friday and Sunday ..... \$300.00
  - (d) Friday and Sunday Event with Sales/Tickets..... \$325.00
  - (e) Saturday ..... \$325.00
  - (f) Saturday Event with Sales/Tickets ..... \$400.00*Includes use of Amphitheater dressing rooms. Does not include use of Mansion, Mansion gardens or Heron Dome.*
- 10. Facility Charges for Events lasting more than the designated time block  
(All facilities & grounds) ..... \$75.00/hour
- 11. Photography Fees
  - (a) Mansion Renters (use of house, gardens, grounds)  
Monday – Thursday, 8 AM – 4 PM (2-hour maximum) ..... No Charge
  - (b) Mansion Renters (use of house, gardens, grounds)  
Monday – Thursday, 4 PM – 9 PM (2-hour minimum) ..... \$50.00/hour
  - (c) Non-Renters (use of house, gardens, grounds)  
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) ..... \$75.00/hour
  - (d) Non-Renters (OUTDOORS ONLY/garden, grounds)  
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) ..... \$50.00/hour
- 12. Equipment Fees
  - (a) Folding Chairs, each ..... \$1.50
  - (b) Chivari Chairs, each..... \$3.00
  - (c) Tables, each ..... \$6.00
  - (d) Piano and Disklavier, per Event ..... \$50.00
- 13. Promotional Fees
  - (a) Eighteen free bookings, per year (to be used at the discretion of the Curator).
- 14. Friends of Allandale
  - (a) Patron – 10% discount on one (1) party per year
  - (b) Benefactor – 15% discount on one (1) party per year
  - (c) Brooks Fellow – 25% discount on one (1) party per year
- 15. Vendors Display Fee (flyers, calling cards, etc.).....\$25.00/Year
- I. Dog Park
  - 1. Registration
    - (a) City resident, first dog (annual fee) ..... \$25.00
    - (b) City resident, per additional dog (annual fee).....\$15.00
    - (c) Non-resident, first dog (annual fee).....\$30.00
    - (d) Non-resident, per additional dog (annual fee) ..... \$20.00
    - (e) Spring registration (January- June only)
      - (1) City resident, First dog.....\$12.00
      - (2) Non-resident, First dog .....\$15.00
      - (3) City resident, per additional dog ..... \$6.00
      - (4) Non-resident, per additional dog .....\$10.00
  - 2. Key Cards and Tags
    - (a) Key card replacement, per card ..... \$15.00
    - (b) Dog Park tag replacement, per tag ..... \$5.00
  - 3. Application Processing fee .....\$1.00
- J. Bays Mountain Park

1. Entrance/Parking
  - (a) Per car (up to a 15 passenger van) .....\$7.00
  - (b) Per bus (anything above a 15 passenger van/bus) .....\$15.00
2. Natural History and Planetarium programs
  - (a) Individual rates
    - (1) Planetarium.....\$6.00  
(15 or more, group rate) per person .....\$4.00
    - (2) Nature show .....\$3.00  
(15 or more, group rate) per person .....\$2.00
    - (3) Barge ride .....\$4.00 to \$6.00
    - (4) Extended Nature Program (2 hours) .....\$6.00
    - (5) Day Camp.....\$75 Weekly & Family Membership Pass
    - (6) Additional Day Camp Child.....\$65 Weekly
    - (7) Special Nature Programs\*.....\$10.00-\$40.00  
\*Dependent upon program may not provide member discount
  - (b) Schools – scheduled during normal school hours  
Out of county students – per student/per program .....\$2.00  
(Sullivan, Hawkins Counties and Kingsport, Bristol students)..FREE
  - (c) Special programs
    - (1) Planetarium (other than regularly scheduled times).....\$350.00
    - (2) Barge rides (other than regularly scheduled times)  
(maximum of 45 people).....\$250.00
    - (3) Association life members get one free barge ride during  
June, July and August after 6:00 p.m. *Must be pre-scheduled.*
3. Other Programming
  - (a) Low Ropes Course (minimum of 8 people, maximum of 40 people)  
Staff led programming.....\$5.00 per person
  - (b) Hawks Nest (age 11 & up) (weight limit 275 lbs.). \$25.00 per person
  - (c) Flying Squirrel Zipline (weight limit 275 lbs.).....\$10.00 per person
  - (d) Team Building – Half Day (minimum of 8 people, maximum of 24 people)  
(weight limit 275 lbs.).....\$35.00 per person  
*Includes Low Course or Hawks Nest, Icebreaker games and Zipline*
  - (e) Team Building – Full Day (minimum of 8 people, maximum of 24 people)  
(weight limit 275 lbs.).....\$60.00 per person  
*Includes Low Course or Hawks Nest, Icebreaker games and Zipline*
  - (f) Zip Party (*scheduled during park hours*) (weight limit 275 lbs.)
    - (1) 1-10 people.....\$125.00
    - (2) 11-19 people.....\$175.00
    - (3) 20+ people.....\$225.00
  - (g) Zip Party with use of Farmstead for one hour  
(*scheduled during park hours*) (weight limit 275 lbs.)
    - (1) 1-10 people.....\$160.00
    - (2) 11-19 people.....\$210.00
    - (3) 20+ people.....\$260.00
  - (h) Special Twilight Zip: (maximum of 20 people).....\$25.00 per person
  - (i) Canoe/Kayak Tour Programs.....\$10.00 per person  
Canoe/Kayak Tour Programs (Association Members).....\$5.00
4. Facilities rental  
NOTE: 50% of rental fee due at time of reservation. Deposit will count towards total fee . Deposit is not refundable if not canceled a week prior to reservation date.

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

- (a) Building/Rooms (per hour-2 hour minimum)
  - (1) Classroom (maximum of 80 people).....\$35.00
  - (2) Farmstead (maximum of 100 people).....\$100.00
  - (3) Nature Center (maximum of 150 people).....\$200.00
  - (4) Pavilion at LilyPad Cove – flat rate, four hour block (maximum of 60-80 people, depending on set-up.) *Renter responsible for set-up prior to Event and takedown afterwards.*
    - (i) Monday-Thursday.....\$150.00
    - (ii) Friday thru Sunday.....\$250.00
    - (iii) Additional rental time if needed, per hour.....\$75.00*Includes use of up to 80 chairs, tables, & parking for guests.*
  - (5) Amphitheater (after hours) (maximum of 300 people). \$20.00
  - (6) Cabin/meeting room (maximum of 25 people).....\$50.00
- (b) Other Facilities Rental
  - (1) Overnight camping, per group/per night (max 15 people).....\$50.00
  - (2) Zip line school ..... \$5.00
  - (3) High Ropes course – School ..... \$15.00
  - (4) Half Day Course School ..... \$20.00
  - (5) Full Day School ..... \$25.00
- 5. Park grounds
  - (a) Before hours (2-hour minimum) ..... \$150.00
  - (b) After hours (2-hour minimum) ..... \$150.00
- 6. Tour Groups
  - (a) KCVB Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person).....\$7.00
  - (b) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)..... \$10.00
- 7. Annual Memberships
  - (a) Individual Membership.....\$35.00
  - (b) Family Membership.....\$60.00
  - (c) Supporting Membership.....\$125.00
  - (d) Lifetime Membership.....\$1,200.00
- K. Senior Citizens Programs
  - 1. Activity fee
    - (a) Resident ..... \$25.00
    - (b) Non-City, Sullivan County Resident ..... \$45.00
    - (c) Other ..... \$70.00
  - 2. Ceramic/Clay, yearly usage fee.....\$10.00
  - 3. Craft fee ..... *Cost of materials and instructor used in project*
  - 4. Special Class Fee
    - (a) Skilled classes, per semester ..... \$30.00-\$400.00  
(i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
    - (b) Instructors’ Salaries.....60% maximum class fees or hourly rate
    - (c) Other Senior Center class fees are determined by the Senior Center Director with approval from the Senior Center Advisory Council
  - 5. Non-service day trips, per person/per trip
    - (a) Local.....\$5.00
    - (b) Non-local ..... \$13.00
    - (c) Extended travel (administrative fee).....\$25.00



- 6. Locker Fee ..... \$2.00
- 7. Newsletter
  - (a) Annually ..... \$6.00
  - (b) Per copy ..... \$0.50
- 8. Copies, per page ..... \$0.25

L. Lynn View Community Center

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

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

1. Gym Rentals

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

- (a) Per hour (2 hour minimum) ..... \$30.00
  - (b) Vendor Fee for Events with Sales/Tickets ..... \$15.00
  - (c) Tournament Rental, per day (10-hour maximum)..... \$300.00
  - (d) Each additional hour after 10..... \$15.00
2. Cafeteria Rental
- (a) per hour (3 hour minimum).....\$20.00
  - (b) per hour (3 hour minimum) Event with Sales/Tickets.....\$22.00
3. Multipurpose Room Rental
- (a) per hour (3 hour minimum)..... \$10.00-\$15.00
  - (b) per hour (3 hour minimum) Event with Sales/Tickets ..... \$7.00-\$12.00
4. Auditorium Rental
- (a) per hour (3 hour minimum)..... \$30.00
  - (b) per hour (3 hour minimum) Event with Sales/Tickets..... \$32.00
5. Football Field Rental
- (a) per hour (3 hour minimum)..... \$50.00
  - (b) Vendor Fee for Events with Sales/Tickets..... \$35.00
  - (c) Light fee for Event..... \$30.00
6. Lower Baseball Field Rental
- (a) Per hour..... \$20.00
  - (b) Vendor Fee for Events with Sales/Tickets..... \$15.00

M. Kingsport Farmers Market

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

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

1. Pavilion Rental

- (a) Half Day: Monday–Sunday, 8AM–12 Midnight  
(up to 8 hours will be considered a half day rental).....\$400.00
- (b) Full Day: Monday–Sunday, 8AM–12 Midnight, per day  
(over 8 hours will be considered a full day rental).....\$500.00
- (1) Prep/Take Down in addition to a full day.....\$100.00
- (c) Facility charges for Events lasting beyond the designated time block  
(all facilities and grounds) per hour.....\$85.00
- (d) Pavilion and Carousel combo rental.....\$550.00

Rental of pavilion and carousel must happen at the same time.

- (Includes Pavilion 8 hour rental from Option (b) listed above and Option N.2. listed in the next section: Carousel Special Events, nonpublic hours, 2 hour block).
- 2. Vendor – Daily Booth Rental Fees – Inside Pavilion
  - (a) Wednesdays.....\$6.00
  - (b) Saturdays .....\$10.00
- 3. Vendor – Daily Booth Rental Fees – Outside Pavilion
  - (a) Wednesdays .....\$5.00
  - (b) Saturdays .....\$8.00

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

N. Kingsport Carousel

- 1. Tokens for Rides.....\$1.00
- 2. Special Events, non-public hours, per hour, minimum of 2 hours.....\$100.00
- 3. Birthday Parties (2 hour duration) during public hours, w/unlimited rides.....\$100.00
- 4. Rental of Carousel Studio, per hour (3 hour minimum).....\$30.00
- 5. Pavilion and Carousel combo rental.....\$550.00

Rental of pavilion and carousel must happen at the same time.

(Includes Pavilion 8 hour rental from Option M.1.(b) listed in the previous section and Option 2 listed above).

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

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

O. Kingsport Aquatic Center Events/Facilities

- 1. Daily Fees
  - (a) Ages 2 & under.....Free w/ paying adult
  - (b) Under 48”.....\$6.00
  - (c) 48” and above.....\$8.00
  - (d) Ages 55 & over.....\$6.00
  - (e) Group (more than 15 people).....\$5.00 each
  - (f) Last two hours of operation for the Indoor Pool outside of summer operational season:
    - (1) Under 48”.....\$3.00
    - (2) 48” and above.....\$4.00
    - (3) Ages 55 & over .....\$3.00
- 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. Rentals
- (a) Room (includes tables and chairs).....\$50.00/hr
  - (b) Indoor Facility (minimum of 2 hrs)
    - (1) 1-100 people.....\$325.00/hr
    - (2) 101-250 people.....\$400.00/hr
    - (3) 251-400 / Corporation .....\$500.00/hr
  - (c) Outdoor Facility (minimum of 2 hrs)
    - (1) 1-100 people.....\$450.00/hr
    - (2) 101-250 people.....\$550.00/hr
    - (3) 251-400 / Corporation.....\$650.00/hr
  - (d) Outdoor Lap Pool (minimum of 2 hrs)
    - (1) 1-100 people .....\$175.00/hr
    - (2) 101-200 people ..... \$250.00/hr
  - (e) Lap Lane
    - (1) Short course (maximum of 8 swimmers/lane) .....\$12.00/hr
    - (2) Long course (maximum of 16 swimmers/lane).....\$24.00/hr
  - (f) Swim Meet
    - Short Course
      - (1) Whole Pool – 12 hours.....\$1,500.00
      - (2) Whole Pool – 5 hours.....\$1,000.00
      - (3) Half Pool – 12 hours.....\$1,000.00
      - (4) Half Pool – 5 hours.....\$600.00
    - Long Course
      - (5) Whole Pool – 12 hours (May 1-May 20).....\$2,500.00
      - (6) Whole Pool – 12 hours (May 20-July 31).....\$2,750.00
      - (7) Whole Pool – 5 hours (May 1-July 31).....\$1,500.00
      - (8) Warm Pool – 5 hours (June 1-July 31 only).....\$600.00
  - (g) Cabana (Outdoor Waterpark Season)
    - (1) Full Day
      - (i) Monday-Thursday.....\$75.00
      - (ii) Friday, Saturday, Sunday & Holidays.....\$100.00
    - (2) Half Day
      - (i) Monday-Thursday.....\$40.00
      - (ii) Friday .....\$60.00
6. Swim Lessons
- (a) Adaptive Swim Lessons (8 x 30 minute lessons)
    - (1) KAC Member.....\$60.00
    - (2) YMCA Member.....\$120.00
    - (3) Non-member.....\$140.00
  - (b) Group (8 classes w/ sibling discount of \$5/additional child)
    - (4) KAC Member.....\$40.00/session
    - (5) YMCA Member.....\$70.00/session
    - (6) Non-member.....\$80.00/session
  - (c) Private (1 x 30 minute class or 6 x 30 minute classes)
    - (1) KAC Member.....\$30.00/ \$140.00
    - (2) YMCA Member.....\$40.00/ \$200.00

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

Each additional sibling will receive a \$15.00 discount off the monthly fee.
- 10. Junior Viperfish Swim Team
  - (a) KAC Member ..... \$35.00 monthly
  - (b) YMCA Member ..... \$55.00 monthly
  - (c) Non-Member ..... \$75.00 monthly

Each additional sibling will receive a \$10.00 discount off the monthly fee.
- 11. Training Courses (instructional courses for certification)
  - (a) Lifeguard Training
    - (1) Fees will be waived if participant chooses to work for KAC.
    - (2) KAC/YMCA Member.....\$200.00
    - (3) Non-member.....\$225.00
  - (b) Water Safety Instructor
    - (1) Fees will be waived if participant chooses to work for KAC.
    - (2) KAC/YMCA Member.....\$200.00
    - (3) Non-member.....\$225.00
  - (c) Certified Pool Operator
    - (1) KAC/YMCA Member ..... \$275.00

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

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

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

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

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

**Chapter 70 – Peddlers and Solicitors**

- A. Street Vendors Permit application fee ..... \$50.00  
(The permit shall remain valid for one year after issuance.)

**Chapter 82 - Signs**

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



**Chapter 86 - Solid Waste**

- A. Removal of Garbage, Trash and Recycling
1. Inside City Residential waste collection from 96-gallon carts, per month
    - (a) First Cart ..... \$8.00
    - (b) Each additional cart, per month..... \$8.00

*Note: Additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on the first cart who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.*
  2. Inside City Multi-family Residential and Mobile Home Park Developments waste collected from 96-gallon carts, per cart, per month ..... \$12.00  
*Note: Additional carts refer to above fee*
  3. Outside City/County residential waste collection from 96-gallon carts, per month
    - (a) One Cart ..... \$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 ..... \$82.00  
*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 pickup ..... Free
  9. Carpet, per pickup ..... \$25.00
  10. Discarded furniture, per pickup ..... Free
  11. Backdoor Garbage pickup annual fee  
(to be billed monthly July 1 through June 30).....\$336.00  
The annual backdoor garbage fee may be waived or reduced for elderly or disabled individuals who meet the annual household income limit requirements and age or disability qualifications, as set forth annually by the State of Tennessee Division of Property Assessments for the State of Tennessee’s Property Tax Relief Program. Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

<u>Annual Household Income</u>	<u>Annual Fee</u>
50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income Limit	20% of Fee
Over 62.50% to 75.00% of Income Limit	40% of Fee
Over 75.00% to 87.50% of Income Limit	60% of Fee
Over 87.50% to 100.00% of Income Limit	80% of Fee
Over 100.00 % of Income Limit	100% of Fee

- 12. Roll Off Containers
  - (a) A tipping fee per ton (Sullivan County rates)..... \$45.00
  - (b) Rental fee, per month..... \$90.00
  - (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 tonnage.

- 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.....\$20.00
  - 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).\$40.00
  - 4. Tires: (a) 4 or less, each .....\$2.50
    - (b) More than 10, per ton .....\$225.00
- C. Annual application and permit fee (Contract collectors and haulers of solid waste).....\$750.00

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

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

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

- A. Sidewalk Dining Facilities Permit application fee..... \$50.00  
(The permit shall remain valid for one year after issuance.)

**Chapter 98 - Traffic and Vehicles**

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

**Chapter 102 – Utilities**

All rates and fees set out in Chapter 102 shall be effective for billing on or after July 1, 2023.

**Water Usage Rates and Fees**

- A. Unmetered Non-commercial Customers – Monthly Rate..... \$22.06
- B. Water Usage Rates
  - 1. Base charge per month, by meter size

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch	\$9.20	\$18.16
1 inch	\$16.37	\$36.93
1 ½ inch	\$30.72	\$66.80
2 inch	\$52.25	\$111.60
3 inch	\$136.03	\$300.92

4 inch	\$288.89	\$673.28
6 inch	\$604.90	\$1,407.46
8 inch	\$835.95	\$1,931.25
10 inch	\$1,404.80	\$3,220.56
12 inch	\$2,439.72	\$5,566.39

2. Usage Rate Schedule (Rate Per Thousand Gallons)

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
1,000–70,000 gallons	\$3.11	\$6.23
Over 70,000 gallons	\$2.23	\$4.45

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

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

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

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

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

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch	\$900	\$1,400
1 inch	\$1,100	\$1,600
1 ½ inch	\$2,000	\$2,500
2 inch	\$2,700	\$3,200
3 inch	\$4,500	\$5,000
4 inch	\$5,200	\$5,700
6 inch	\$7,500	\$8,200

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

E. Water Connection Service Fee and Deposits

1. Inside City ..... \$30.00
2. Outside City ..... \$40.00
3. Deposit For All New and Certain Former Residential Customers ..... \$50.00

F. Temporary Connection of 2 inch Meter to Fire Hydrant

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

G. Disconnection or Reconnection of Service

1. Reconnection / Non-Payment Fee
  - (a) Kingsport Water Customers (Before 5 PM on Work Days) ..... \$30.00
  - (b) Kingsport Water Customers (After 5 PM, Weekends, Holidays) . \$50.00
  - (c) Bloomingdale Utility District (BUD) Water Customers..... BUD Current Rate
2. Meter Removal or Locking Fee ..... \$50.00
3. Obstruction Removal Fee..... \$100.00
4. Tampering Fee (meters or other utility property)..... \$100.00

H. Service Call Charges

- |  | <u>Inside City</u> | <u>Outside City</u> |
|--|--------------------|---------------------|
| 1. Raise/Lower Water Meter at Request of User                  | \$100.00           | .... \$150.00       |
| 2. Leak Detection/Line Locating on Private Property (per hour) | \$60.00            | ..... \$75.00       |
| 3. Backflow Prevention Devices Testing Fee                     |                    |                     |
| (a) Initial Test .....   |                    | Free                |

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

**Sewer Usage Rates and Fees**

- K. Sewer Usage Rates
  - 1. Base charge per month
    - (a) Inside City ..... \$13.56
    - (b) Outside City ..... \$20.39
  - 2. Class I Usage Rates (Rate Per Thousand Gallons)
 

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
All Usage over 1,000 gallons	\$10.34	\$15.51
  - 3. Class II Surcharge Fees
    - (a) BOD per lb ..... \$0.204
    - (b) TSS per lb..... \$0.102
  - 4. Residential or commercial water customers located within the corporate limits of the City of Kingsport where sanitary sewers are not available and are identified by the Utilities Director as receiving septic tank pumping and waste hauling services provided by the City shall be subject to sewer user rates for Class I customers as set out above. Tap fee applicable to property served shall be paid before such service begins.
  - 5. Sewer Usage Cap for All Residential Customers
    - (a) An average base figure on water consumption will be established for individual residential customers. This figure will be calculated by using the consumption by each metered customer during the five-month billing periods of December to April, winter months when water usage is reasonably stable, and when most water enters the City sewer system.
    - (b) Since sewer fees are based on per-thousand-gallon usage, the average that was calculated from the winter period will be rounded-up to the next thousand-gallon level.
    - (c) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.
    - (d) Once established, the final average will be used as the annual individual sewer cap for the following year. A new cap will be established during each winter period and the procedure will be repeated.
    - (e) Any new residential customer will be assigned a cap of 8,000 until an average individual cap can be established.
- L. Tapping Fees (New Service, Tap Relocation, or Additional Tap)
  - 1. Residences, single-family, cluster homes, condominiums, townhouses, duplexes, row houses, etc. per living unit (existing structures & new construction)
    - (a) Inside City ..... \$2,500.00
    - (b) Outside City ..... \$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 construction)
  - (a) First Unit / Room
    - 1. Inside City ..... \$2,500.00
    - 2. Outside City ..... \$3,500.00
  - (b) Additional Units on Same Tap
    - 3. Inside City ..... \$200.00
    - 4. Outside City ..... \$300.00
- 3. Car wash (existing structures and new construction)
  - (a) First Bay
    - 5. Inside City ..... \$2,500.00
    - 6. Outside City ..... \$3,500.00
  - (b) Each Additional Bay
    - 7. Inside City ..... \$500.00
    - 8. Outside City ..... \$750.00
- 4. Large and small commercial users, factories, and shopping centers (existing structures and new construction)
  - (a) First 10,000 square feet (or additional lateral)
    - 9. Inside City ..... \$2,500.00
    - 10. Outside City ..... \$3,500.00
  - (b) Each additional 10,000 square feet
    - 11. Inside City ..... \$300.00
    - 12. Outside City ..... \$450.00
- 5. Low Pressure Tap Fees (Residential Lift Station)
  - (a) New Structures
    - 13. Inside City ..... \$5,500.00
    - 14. Outside City ..... \$6,500.00
  - (b) Existing Structures
    - 15. Inside City ..... \$2,500.00
    - 16. Outside City ..... \$6,500.00

M. Financing of Sewer Tapping Fees

- 1. Interest rate, per annum ..... 9.5%  
 Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.
- 2. Tap Fees may be financed over a ten (10) year period and shall be payable in equal monthly installments including interest charged at a rate established by this resolution. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note secured by a deed of trust in the amount of the tap fee payable to the City of Kingsport. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney.
- 3. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.
- 4. Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or



row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note in the amount of the tap fee due payable to the City of Kingsport. The property owner(s) shall also be required to execute a Deed of Trust securing the note. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. The property owner(s) shall be further required to pay to the City a recording fee as set out herein at the time the Deed of Trust is executed.

Owners of the following classes of property:

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

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

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

N. Categories of Uses

1. Single Family Residence: A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.
2. Row Houses: Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.

3. Additional Existing Units: Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.
  4. Subdivisions and/or Planned Residential Development: Developments approved by the Kingsport Planning Commission where the developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.
  5. Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are rented, but each dwelling unit may be under individual ownership.
  6. Multi-family Complex: Usually consists of one building with direct access from the building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.
  7. Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.
  8. Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.
  9. Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 102-408 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.
- O. Wastewater Discharge Permit Fees
1. Non-domestic permit application
    - (a) Original Application ..... \$50.00
    - (b) Renewal Application ..... \$25.00

**NOTE:** Fee is non-refundable. Applicants who file an application with incomplete or missing information have thirty (30) days to correct and resubmit the application. Those applicants not resubmitting within 30 days will be required to start the application process over, including payment of another fee.
  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
  3. 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 ..... \$250.00
- T. UST Discharge Permit Fee (per tank) ..... \$100.00
- U. Groundwater Discharge Permit Fee (annual fee, per location) ..... \$250.00

**Stormwater Rates and Fees**

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

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

**Payment Processing Posting Priority**

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

<u>Payment Priority</u>	<u>Accounts Receivable Description</u>
10.....	Bankruptcy
11.....	Balance Forward
12.....	Payment Correction Transfer Balance
13.....	Returned Check Fee
14.....	Service Charges
15.....	Returned Check Transfer Balance
16.....	Declined Credit Card IVR Fee
17.....	Non-Payment Fee
18.....	Final Bill
19.....	Installation Fees

- 20..... Water Tap Fees
  - 21..... Line Extension Estimate
  - 22..... Utility Deposit
  - 23..... Finance Department Adjustment
  - 30..... Stormwater Penalty
  - 31..... Stormwater Fees
  - 40..... Residential Garbage – Back Door
  - 41..... Residential Garbage – Curbside
  - 42..... Multi-Family/Business/Professional Complex Garbage
  - 60..... Miscellaneous Charge
  - 61..... Deposit Interest
  - 62..... Census Survey
  - 78..... Sewer Penalties
  - 79..... Sewer Sales
  - 87..... State Sales Tax
  - 88..... Water Penalties
  - 89..... Water Sales
  - Z. Bulk sale of Residential Water and Sewer Taps
    - 10. 10-19 Taps, Purchased as a Bundle
      - (a) Inside City.....25% Discount
      - (b) Outside City.....20% Discount
    - 11. 20 or More Taps, Purchased as a Bundle
      - (a) Inside City.....50% Discount
      - (b) Outside City .....40% Discount
- NOTE:** Taps must be purchased as a bundle and assigned to an existing address. If the account is not activated within one year, minimum usage rates will begin one year from the date of purchase.

**Chapter 110 - Vehicles for Hire**

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

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

- B.
  - 1. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)
    - (a) Side Panel (each) ..... \$7,000.00
    - (b) Back Panel ..... \$4,000.00
    - (c) Both Sides and Back Panel..... \$15,000.00
- C. KATS Fixed-Route Service Fares
  - 1. Regular fare ..... \$1.00
  - 2. 65 and over ..... \$0.50
  - 3. Handicapped ..... \$0.50
  - 4. Monthly Pass..... \$20.00
  - 5. City Employees/Students with valid ID/Children under age 18..... Free
  - 6. Military Veterans with Valid ID ..... \$0.50
  - 7. Route Deviation..... \$1.00
  - 8. Multi-Ride Ticket Book (24 one-way trips) ..... \$20.00
  - 9. Multi-Ride Ticket Book Reduced Fare (24 one-way trips) ..... \$12.00

- 10. Weekly Pass ..... \$5.00
- 11. Daily Pass ..... \$2.00
- D. KATS ADA/Paratransit Fares (Individuals must be certified to use service, staff will determine contiguous areas newly annexed throughout the year that are adopted by designated ADA Zone map, which is on file in the KATS administration office.)
  - 1. Zone 1, ADA/Paratransit trips within Blue Zone (one-way trip)..... \$2.00
  - 2. Zone 2, ADA/Paratransit trips within Green Zone (one-way trip).... \$4.00
  - 3. Zone 3, ADA/Paratransit trips within Yellow Zone (one-way trip).... \$5.00
- E. KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)
  - 1. Dial-A-Ride 65, Trips within ADA Zone 1 (one-way trip) ..... \$3.00
  - 2. Dial-A-Ride 65, Trips within ADA Zone 2 (one-way trip) ..... \$4.00
  - 3. Dial-A-Ride 65, Trips within ADA Zone 3 (one-way trip) ..... \$5.00
- F. KATS Dial-A-Ride Job Assist (service to individuals traveling to/from work when ADA capacity allows)
  - 1. Dial-A-Ride Job Assist, Trips within ADA Zone 1 (one-way trip) ..... \$3.00
  - 2. Dial-A-Ride Job Assist, Trips within ADA Zone 2 (one-way trip) ..... \$4.00
  - 3. Dial-A-Ride Job Assist, Trips within ADA Zone 3 (one-way trip) ..... \$5.00
- G. KATS Dial-A-Ride On-Demand (shared ride service to individuals traveling inside defined zones)
  - 1. Dial-A-Ride On-Demand Zone (one-way trip)..... \$2.00
- H. Dial-A-Ride Multi-Ride Ticket Book (24 tickets worth \$1.00 each) ..... \$24.00
- I. No Show Fee (does not apply to ADA trips). A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-shows or late cancellations are not counted when there are situations beyond the rider's control that prevents the rider from notifying KATS that the trip cannot be taken. Customers who miss three or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.
- J. Program/Discount Card Replacement..... \$1.00  
 \*The City Manager or designee has the authority to adjust any of the above fees for special promotions or Events.

**Chapter 114 - Zoning**

- A. Planning and Zoning Fees
  - 1. Rezoning application fees:
    - (a) Any downsizing (from higher to lower density)..... \$200.00
    - (b) Any rezoning less than 20 acres..... \$400.00
    - (c) Any rezoning over 20 acres..... \$450.00
  - 2. Board of Zoning Appeals
    - (a) Application for Special Exception ..... \$100.00
    - (b) Application for Variance ..... \$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 per unit
  - 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
B.	Subdivision 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-Premise Signs, Per Face (annual).....	\$100.00
E.	Zoning Verification Letter.....	\$20.00
F.	Geographic Information Services (GIS) Fees:	
1.	Map Products	
	(a) Staff time, per hour .....	\$23.00
	(b) Hard copy maps, standard sizes	
	(1) 48" x 36" (includes Kingsport Street Index Map & all Map Books) .	\$30.00
	(2) 36" x 24" .....	\$25.00
	(3) 8.5" x 11" .....	\$10.00
	(c) Hard copy maps, custom sizes (per inch, by longest side).....	\$0.63
	(d) Tax maps, 911 maps, and subdivision plats (per copy) .....	\$5.00
2.	Standard GIS Reports (street dictionary, etc., per page) .....	\$0.10
3.	Geographic Data for commercial users .....	5%
	(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)	
	<i>[Note: The above costs will apply to GIS/Engineering data/maps distributed by other Departments or Divisions.]</i>	

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

Adopted this 6<sup>th</sup> day of June, 2023.

ATTEST:

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

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

APPROVED AS TO FORM:

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

## Chapter 22 - Building and Building Regulations

A. Electrical	
1. Permit fees	
(Old Fee: \$20)	(a) Minimum electrical permit issuance fee ..... \$30.00
(Language	(b) Outlets, each..... \$0.50
In red added)	(c) Luminaires, <b>strobe, horn</b> each..... \$0.50
	(d) Switches, each..... \$0.50
	(e) Motors
	(1) Fractional ..... \$1.00
	(2) Each additional motor or horsepower or fraction thereof ..... \$1.00
	(f) Services
(Old Fee: \$20)	(1) Up to and including 100 amperes ..... \$30.00
	(2) Each additional 100 amperes ..... \$10.00
(Old Fee: \$20)	(g) Temporary Service..... \$30.00
	(h) Water Heater ..... \$5.00
	(i) Range..... \$5.00
	(j) Dryer..... \$5.00
	(k) Transformer, each KVA ..... \$0.50
	(l) Heating System/Generator/Solar/EV, per KW ..... \$1.00
(New Fee)	(m) <b>Cooling &amp; refrigeration systems per tonnage..... \$1.00</b>
(New Fee)	(n) <b>Pool Electric..... \$30.00</b>
(Old Fee: \$20)	(o) Additional inspections necessary due to insufficient/unacceptable work... \$50.00
(New Fee)	(p) <b>Fee for Solar/Generator/EV install... \$30.00 \$5.00 per \$1,000 of job cost)</b>
(Old Fee: \$5)	2. Technology Fee..... \$7.00
	3. Electricians
(Old Fee: \$20 &	(a) <b>Application review</b> fee ..... \$30.00
Language change)	(b) Electric contractor annual licensing fee ..... \$50.00
(New Fee)	(c) <b>Working without a permit ..... DOUBLE PERMIT FEE</b>
B. Gas	
1. Gas permit fees	
(Old Fee: \$20)	(a) Minimum gas permit issuance fee ..... \$30.00
(Language change)	(b) Conversion burners, heating boilers
	(1) Up to and including 1,200 square feet of steam or 1,800 square feet of water ..... \$20.00
	(2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water ..... \$25.00
	(3) 5,001 to 25,000 square feet of steam ..... \$35.00
	(4) Over 25,000 square feet of steam ..... \$45.00
	(c) Conversion burners, power boilers
	(1) Up to and including 5 horsepower ..... \$20.00
	(2) 6 - 50 horsepower ..... \$25.00
	(3) 51 - 150 horsepower ..... \$35.00
	(4) Over 150 horsepower ..... \$45.00
	(d) Furnaces
	(1) Up to and including 100,000 BTU ..... \$15.00
	(2) Over 100,000 BTU ..... \$25.00
	(3) Floor furnace (one)..... \$15.00
	(4) Each additional floor furnace (in same building) ..... \$10.00
	(e) Conversion burners, furnaces
	(1) Up to and including 100,000 BTU ..... \$20.00

	(2)	100,001 to 200,000 BTU .....	\$25.00
	(3)	Over 200,000 BTU .....	\$45.00
	(f)	Space heaters	
	(1)	Up to and including 30,000 BTU.....	\$20.00
	(2)	30,001 to 50,000 BTU .....	\$25.00
	(3)	Over 50,000 BTU .....	\$30.00
	(4)	Each additional space heater (in same building) .....	\$10.00
	(g)	Unit heaters	
	(1)	50,000 - 200,000 BTU, each .....	\$20.00
	(2)	Over 200,000 BTU .....	\$25.00
	(h)	Accessory gas equipment	
	(1)	Grills, dryers, ranges, fryers, logs, etc. ....	\$15.00
	(2)	Pool heater up to 100,000 BTU .....	\$15.00
	(3)	Pool heater and other equipment over 100,000 BTU.....	\$25.00
	(4)	Water heater up to and including 100,000 BTU .....	\$15.00
	(5)	Water heater/boiler over 100,000 BTU .....	\$25.00
(Language added)	(6)	Gas generator .....	\$25.00
(New Fees)	(7)	Unit heater up to & including 200,000 BTU.....	\$20.00
	(8)	Unit heater over 200,000 BTU .....	\$25.00
	(9)	Floor furnace, each .....	\$15.00
	(10)	Furnaces up to & including 100,000 BTU .....	\$15.00
	(11)	Furnaces over 100,000 BTU .....	\$25.00
	(12)	Space heaters up to 50,000 BTU .....	\$25.00
	(13)	Space heaters over 50,000 BTU .....	\$30.00
	(14)	Up to & including 500 gallon propane tank .....	\$15.00
	(15)	501-1000 gallon propane tank.....	\$25.00
	(16)	1001 gallon & up propane tank.....	\$30.00
	(17)	Fuel tank install, per tank.....	\$30.00
	(18)	Fuel tank removal, per tank .....	\$30.00
	(i)	Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):	
	(1)	20,000 - 200,000 BTU .....	\$20.00
	(2)	200,001 - 300,000 BTU .....	\$25.00
	(3)	300,001 - 1,000,000 BTU .....	\$30.00
	(4)	1,000,001 - 5,000,000 BTU .....	\$35.00
	(5)	Over 5,000,000 BTU .....	\$40.00
(Old Fee: \$20)	(k)	Pipe testing for gas installation	
		Minimum fee for testing gas pipe installation.....	\$30.00
(New Fee)	(l)	Additional inspections necessary due to insufficient/unacceptable work...	\$50.00
(Old Fee: \$5)	2.	Technology Fee.....	\$7.00
	3.	Gas Fitters	
(Old Fee: \$20 and	(a)	Application review fee .....	\$30.00
Language changed)	(b)	Annual licensing fee.....	\$50.00
(New Fee)	(c)	Working without a permit .....	DOUBLE PERMIT FEE
	C.	Plumbing	
	1.	Permit and inspection fees	
(Old Fee: \$20 and	(a)	Minimum plumbing permit issuance fee .....	\$30.00
Language changed)	(b)	Each fixture or opening into sewer line .....	\$5.00
	(c)	Water heater opening fee .....	\$5.00
(Old Fee: \$20)	(d)	Additional inspections necessary due to insufficient/unacceptable work...	\$50.00
(Old Fee: \$20)	(e)	Connection to the City sewer system (new & replacement)..	\$30.00
(New Fee)	(f)	Connection to the City water system (new & replacement)...	\$30.00

(Old Fee: \$5)	2.	Technology Fee.....	\$7.00
	3.	Plumbers	
(Old Fee: \$20 and Language changed)	(a)	Application review fee.....	\$30.00
	(b)	Annual license fee .....	\$50.00
	(c)	Working without a Permit (all types).....	DOUBLE PERMIT FEE
	D.	Mechanical	
	1.	Permit fees	
(Old Fee: \$20)	(a)	Minimum mechanical permit issuance fee.....	\$30.00
(Old Fee: \$20)	(b)	Fee for heating/ventilating duct, air conditioning and refrigeration systems .....	\$30.00 + \$5.00 per \$1,000 of job cost
(Old Fee: \$20)	(c)	Fee for sprinkler/fire suppression/fire alarm systems... per \$1,000 of job cost	\$30.00 +\$5.00
(New fees)	(d)	Hood Cleaning inspection.....	\$50.00
	(e)	Additional inspections necessary due to insufficient/unacceptable work...	\$50.00
	(f)	Fuel tank installation/removal....	\$30.00 + \$5.00 per \$1,000 of job cost
	(g)	Boilers based on BTU input	
	(1)	33,000 (1 BHP) - 165,000 BTU (5 BHP).....	\$20.00
	(2)	165,001 (5 BHP) - 330,000 BTU (10 BHP) .....	\$25.00
	(3)	330,001 (10 BHP) - 1,165,000 BTU (52 BHP) .....	\$30.00
	(4)	1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP) .....	\$35.00
	(5)	Over 3,300,000 BTU .....	\$45.00
(Old Fee: \$5)	2.	Technology Fee.....	\$7.00
	3.	Mechanical Installers	
(Old Fee: \$20 and Language changed)	(a)	Application review fee.....	\$30.00
(New Fee)	(b)	Mechanical contractor annual licensing fee.....	\$50.00
(added)E.	(c)	Working without a permit.....	DOUBLE PERMIT FEE
		Building Permit Fees (includes grading permits)	
	1.	Total Valuation	
(Old Fee: \$20)	(a)	\$1.00 - \$2,000: minimum fee .....	\$30.00
(Old Fee: \$20)	(b)	\$2,001 - \$50,000: \$30.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to and including \$50,000	
(Old Fee: \$236)	(c)	\$50,001 - \$100,000: \$246.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to and including \$100,000	
(Old Fee: \$411)	(d)	\$100,001 - \$500,000: \$421.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$500,000	
(Old Fee: \$1611)	(e)	\$500,001.00 and up: \$1,621.00 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof	
(New fee)	(f)	Building without a Permit .....	DOUBLE PERMIT FEE
	2.	Contractors/Home Improvement	
	(a)	Application Fee.....	\$30.00
(Old Fee: \$5)	3.	Technology Fee.....	\$7.00
	4.	Moving of any building or structure .....	\$100.00
	5.	Demolition	
(Language added)	(a)	Residential building or structure (30 day limit).....	\$50.00
	(b)	Commercial structure.....	\$100.00
(New fees)	(c)	Interior demolition/remodel Total Valuation	
	(1)	\$1.00 - \$2,000: minimum fee .....	\$30.00
	(2)	\$2,001 - \$50,000: \$30.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to and including \$50,000	

	(3)	\$50,001 - \$100,000: \$246.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to and including \$100,000	
	(4)	\$100,001 - \$500,000: \$421.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$500,000	
	(5)	\$500,001.00 and up: \$1,621.00 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof	
(Old Fee: \$20)	6.	Temporary structures, tents, banners, etc. (minimum fee).....	\$30.00
	(a)	Tents, 30-day maximum	
	(b)	Banners, 15-day maximum twice a year	
(Old Fee: \$20)	7.	Sign permits, per square foot (minimum \$30 fee if less than 20 sq. ft.).....	\$1.00
F.	Plans Review		
	1.	Review Fee, Residential	No Fee
	2.	Review Fee, Commercial & Multi-family (3 or more units) & grading/site plan based on construction value:	
(Language added)	(a)	Up to \$100,000 .....	\$25.00
	(b)	\$100,001 - \$200,000.....	\$50.00
	(c)	\$200,001 - \$300,000.....	\$100.00
	(d)	\$300,001 - \$400,000.....	\$150.00
	(e)	\$400,001 - \$500,000.....	\$200.00
	(f)	\$500,001 - \$1,000,000.....	\$250.00
	(g)	\$1,000,001 - \$2,000,000.....	\$300.00
	(h)	\$2,000,001 - \$3,000,000.....	\$350.00
	(i)	\$3,000,001 - \$4,000,000.....	\$400.00
	(j)	\$4,000,001 - \$5,000,000.....	\$500.00
	(k)	\$5,000,001 and above .....	Value X 0.0001
G.	Certificates of Occupancy		
	1.	Residential.....	No Fee
	2.	Commercial	
	(a)	Permanent.....	\$25.00
	(b)	Temporary, 30 days maximum.....	\$50.00
	(c)	Temporary Extension, 15 days maximum .....	\$50.00
	(d)	Change of Use.....	\$25.00

**Chapter 34 – Emergency Management and Services** (Section deleted)

<del>A.</del>	<del>Automatic Police or Fire Alarm Systems</del>	
<del>1.</del>	<del>Residential device permit .....</del>	<del>\$15.00</del>
<del>2.</del>	<del>Commercial device permit.....</del>	<del>\$25.00</del>
<del>3.</del>	<del>False alarm response charge, for each response.....</del>	<del>\$15.00</del>
<del>4.</del>	<del>Alarm monitoring fee, per month per alarm .....</del>	<del>\$12.50</del>



**Chapter 42 – Fire Prevention & Protection**

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

**Chapter 50 – Law Enforcement**

(Section added)

- A. To hire a Police Officer for special events/details (3 hour minimum)....\$50.00/hour  
 Note: All requests are subject to police review/approval and require a minimum 48 hour notice.

**Chapter 66 - Parks and Recreation**

**CULTURAL ARTS EVENTS/FACILITIES:**

- A. Cultural Arts Fees for Special Events  
 (Old Fee: \$30)
  - 1. Concerts/Theatre Performances..... \$5.00 - \$150.00  
 (cost per adult, senior and student ticket will be determined on each Event basis)
  - 2. "Christmas Connection" - Annual arts and crafts  
 (Admission fee to be determined on Event basis)  
 Festival fee per exhibitor's space ..... \$100.00 - \$125.00  
 (based on hours of operation)
  - 3. Carousel Fine Arts & Crafts Show Festival Fee.....\$80.00 - \$130.00  
 (based on hours of operation)
- B. Kingsport Renaissance Center  
 \*Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.  
 \*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

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

- (a) Fees are per hour.
- (b) 3-hour minimum rental. Plus base fee = 1 hour rental.

	<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	<u>COST/HR</u>
(Old Fee: \$13)	228	Conference room	23 x 30	\$17.00
(Old Fee: \$13)	230	Meeting Room	23 x 30	\$17.00
(Old Fee: \$13)	231	Gallery	23 x 30	\$17.00
(Old Fee: \$13)	232	Gallery	23 x 30	\$17.00
(Old Fee: \$20)	239	Exhibit/Meeting	23 x 46	\$25.00
(Old Fee: \$20)	302	Dance Studio	23 x 45	\$25.00
(Old Fee: \$20)	310	Rehearsal Hall	36 x 54	\$27.00

- 2. Specialty Areas
  - (Old Fee: \$20) (a) Gymnasium, per hour (2 hour minimum) ..... \$40.00
  - (Old Fee: \$25) (b) Theater, 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.
  - (Old Fee: \$20) (c) First Floor Courtyard (3-hour minimum) ..... \$200.00
  - (Old Fee: \$20) (d) Second and Third Floor Atriums (3-hour minimum)..... \$25.00
    - (1) Rental must be in conjunction with another room rental
    - (2) Certain activities may be restricted.
  - (Old Fee: \$20) (e) Dining Room, per hour (3-hour minimum) ..... \$25.00
 

At the discretion of Renaissance Center Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter does not leave the space in the same condition as it was upon arrival.
- 3. Equipment Rentals
  - (Old Fee: \$25) (a) Piano rental, per use..... \$27.00
- 4. Marquee, 3-day minimum per side ..... \$30.00
- 5. Rentals exceeding the scheduled ending reservation time, per half hour (with a minimum charge of \$50.00)..... \$50.00

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

**PARK AND RECREATION EVENTS/FACILITIES:**

**A. Civic Auditorium Rental Fees**

(Language changed) NOTE: Deposit – 50% of rental fee may apply at the discretion of the Facility 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.

- 1. Parking Lot & Grounds (8-hour minimum - does not include tables & chairs)
  - (a) With Building Access ..... \$300.00
  - (b) With Building Access, Event with Sales/Tickets ..... \$340.00
  - (c) Without Building Access ..... \$130.00
  - (d) Without Building Access, Event with Sales/Tickets ..... \$145.00
  - (e) Equipment Fees
    - (1) Tables - each per day ..... \$4.00
    - (2) Chairs - each per day ..... \$2.00
- 2. Main Hall
  - (a) Inside City rentals, per day (8-hour maximum) (Includes tables & chairs)..... \$375.00
    - (1) Set up day (8-hour maximum)..... \$200.00
  - (Old Fee: \$175) (b) Inside City rentals, per day, Event with Sales/Tickets (8-hr. maximum)..... \$400.00
  - (Old Fee: \$368) (c) Outside City rentals, per day (8-hour maximum) (Includes tables & chairs)..... \$450.00
    - (1) Set up day (8-hour maximum)..... \$250.00
  - (Old Fee: \$385) (Old Fee: \$185) (d) Outside City rentals, per day, Event with Sales/Tickets (8-hour maximum) ..... \$475.00
  - (Old Fee: \$435) (e) Exhibit rental (8-hour maximum) [Excludes charge for tables & chairs]
    - (1) Set-up day (not open to public)..... \$250.00
    - (2) Sales/open dates (per day) ..... \$600.00
  - (Old Fee: \$550)

- (f) Basketball/Tennis, per hour (2-hour minimum)..... \$30.00
  - (1) Vendor fee, Event with Sales/Tickets..... \$15.00
- (Old Fee: \$22) (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
  - (Old Fee: \$40) (1) Regular rental/additional time, per hour ..... ~~\$45.00~~
  - (Old Fee: \$70) (2) Exhibit rental/additional time, per hour ..... ~~\$75.00~~

3. Side Rooms

~~(Language deleted)~~NOTE – ~~All rooms are rented for a minimum of three (3) hours at a time.~~

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

- ~~(Fees deleted) (a) Room 3 per hour each ..... \$7.00~~
- ~~(b) Room 3 per hour each Event with Sales/Tickets ..... \$8.00~~
- ~~(c) Room 4 per hour each ..... \$6.00~~
- ~~(d) Room 4 per hour each Event with Sales/Tickets ..... \$7.00~~
- ~~(e) Rooms 3 and 4 together, per hour ..... \$8.00~~
- ~~(f) Rooms 3 and 4 together, per hour Event with Sales/Tickets .. \$9.00~~
- ~~(g) Conference Room, per hour..... \$13.00~~
- ~~(h) Conference Room, per hour Event with Sales/Tickets ..... \$15.00~~
- ~~(i) Fun Fest, History, West and East Rooms, per hour each..... \$12.00~~
- ~~(j) Fun Fest, History, West and East Rooms, per hour each  
Event with Sales/Tickets ..... \$14.00~~
- (a) Meeting/Party Rooms, per hour, each (3 hour minimum)....\$15.00
- (b) Conference Room, per hour (3 hour minimum).....\$18.00
- (c) Event with Sales/Tickets, per hour, each room.....\$2.00
- (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 regular rate)
- (e) Exhibits, per room/per hour, ~~room rate plus 80%~~.....\$20.00

~~(Language deleted)~~  
And fee added)

4. Equipment rental

- (a) Tables – each per day ..... \$1.50
- (b) Chairs – each per day.....\$0.75
- (c) Marquee - per day (includes both panels).....\$10.00
- (d) Piano ..... Must pay fee to have piano tuned
- (e) Risers, each, per day ..... \$3.00

5. Equipment rental off-site

- (Old Fee: \$8) (a) Tables, per day each ..... \$10.00
- (Old Fee: \$11) (b) Risers, per day each..... \$12.00
- ~~(Fees deleted) (c) Chairs (plastic), per day each ..... \$1.50~~
- ~~Renters must pick-up and return or pay delivery charge.~~
- ~~Minimum Delivery Charge per truckload..... \$50.00~~
- ~~(Truckload is up to 100 chairs & 20 tables)~~

6. Tennis/Pickleball Session Fee (1 ½ -hour blocks, per court)..... \$20.00

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

~~(Language changed)~~NOTE: Deposit – 50% of rental fee may apply at the discretion of **Facility 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)	
(Old Fee: \$25)		(a) City residents, individual & groups, per hour (2-hour minimum).....	\$30.00
(Fee deleted)		<del>(b) City residents, individual &amp; groups, per hour</del>	
		<del>Event with Sales/Tickets (2 hour minimum) .....</del>	<del>\$28.00</del>
(Old Fee: \$40)		(b) Non-City residents, individual & groups, per hour (2-hour minimum).....	\$45.00
(Fee Deleted)		<del>(d) Non-City residents, individual &amp; groups, per hour</del>	
		<del>Event with Sales/Tickets (2 hour minimum) .....</del>	<del>\$45.00</del>
		(c) Equipment Fees	
		(1) LCD projector and screen, per Event.....	\$40.00
		(d) Catering Kitchen	
		(1) Use w/Douglass Room no food preparation, per Event....	\$25.00
		(2) Use w/Douglass Room for food preparation, per Event.....	\$40.00
(New Fee)		(e) Event with Sales/Tickets, per hour.....	\$5.00
	2.	Computer/Learning Lab Rental Fees	
		(a) Computer/Learning Lab use for training purposes per hour .	\$16.00
	3.	Eastman Foundation Conference Room per hour (2 hr minimum)	\$13.00
		(a) Eastman Foundation Conference Room per hour	
		Event with Sales/Tickets (2 hour minimum) .....	\$15.00
		(b) Equipment fees	
		(1) LCD projector and screen, per Event.....	\$40.00
	4.	Gym Rentals	
(Language added)		<b>NOTE: Deposit - \$50.00 per gym, per day may apply at the discretion of the Parks and Recreation Management</b>	
		(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
(Fees Deleted)		<del>(3) Gymnasium Rental Deposit (per day of use).....</del>	<del>\$50.00</del>
		<del>(4) Tournament Rental Application Fee .....</del>	<del>\$25.00</del>
(Fee Added)		(3) Vendor fee for events with sales/tickets.....	\$15.00
		(4) Tournament Rental, per day (10-hour maximum).....	\$300.00
		(5) Each additional hour after 10.....	\$15.00
		(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
(Fees Deleted)		<del>(3) Gymnasium Rental Deposit (per day of use).....</del>	<del>\$50.00</del>
		<del>(4) Tournament Rental Application Fee .....</del>	<del>\$25.00</del>
(Fee Added)		(3) Vendor fee for events with sales/tickets.....	\$15.00
		(4) Tournament Rental, per day (10-hour maximum).....	\$350.00
		(5) Each additional hour after 10.....	\$20.00
(Old Fee: \$30)		(c) Vendor Fee, Gyms 1 and 2 per Event with Sales/Tickets....	\$35.00
	5.	Field Rental	
		(a) Per Hour (3-hour minimum) .....	\$20.00
		(b) Per Hour (3-hour minimum) Event with Sales/Tickets .....	\$22.00
(Old Fee: \$10)		(c) Use of Lights, per day .....	\$20.00-\$50.00
	6.	Parking Lot without Gym/Bathroom Access (Does not include tables and chairs)	
		(a) 8-hour minimum.....	\$100.00
		(b) Additional time, per hour.....	\$20.00
		(c) Parking Lot with Bathroom Access.....	\$125.00

C. Park Rentals

(Language changed) NOTE: Deposit – 50% of rental fee may apply at the discretion of Facility Parks and Recreation Management. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the facility. \*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.

1. Borden Park

(a) Shelters Large (3-hour minimum)

- (1) Shelter Fee – City residents, individual & groups,  
Per hour, per shelter each .....\$10.00  
(Old Fee: \$11)
- (2) Shelter Fee – City residents, individual & groups, per hour,  
Per shelter each, Event with Sales/Tickets.....\$12.00
- (3) Shelter Fee – Non-City resident, individuals and groups,  
Per hour, per shelter each, .....\$17.00  
(Old Fee: \$19)
- (4) Shelter Fee – Non-City resident, individuals & groups, per hour,  
Per shelter each, Event with Sales/Tickets .....\$20.00

(b) Shelters Small (3-hour minimum)

- (1) Shelter Fee – City resident, individual & groups,  
Per hour, per shelter each .....\$8.00  
(Old Fee: \$6)
- (2) Shelter Fee – City Resident, individual & groups, per hour  
Per shelter each, Event with Sales/Tickets .....\$10.00  
(Old Fee: \$47)
- (3) Shelter Fee – Non-City resident, individuals and groups,  
Per hour, per shelter each, .....\$12.00
- (4) Shelter Fee – Non-City resident, individuals and groups,  
Per hour, per shelter each, Event with Sales/Tickets ...\$14.00

(c) Borden Park Disc Golf Course Tournament

- (1) Entry Fee, per person .....\$5.00-  
(Fee added)  
\$10.00
- (2) Vendor Fee, Event with Sales/Tickets.....\$20.00

(d) Community Center (3-hour minimum)

- (1) City resident, individuals and groups, Per hour .....\$20.00
- (2) City resident, individuals and groups, Per hour  
Event with Sales/Tickets .....\$22.00
- (3) Non-City resident, individuals and groups, Per hour.....\$25.00
- (4) Non-City resident, individuals and groups, Per hour  
Event with Sales/Tickets.....\$27.00

(e) Borden Park Grounds (3-hour minimum)

- (1) Per hour.....\$10.00-\$50.00  
(Fee added)
- (2) Per hour, Event with Sales/Tickets/Registration Fees .....\$12.00-\$15.00  
(Fee added)
- (3) Exhibit rental, per hour .....\$20.00-\$50.00  
(Fee added)
- (f) Borden Park grounds with Community Center (3-hour minimum)
- (1) Per hour.....\$35.00-\$70.00  
(Fee added)
- (2) Per hour, Event with Sales/Tickets/Registration Fees.....\$37.00-\$75.00  
(Fee added)
- (3) Exhibit rental, per hour.....\$40.00-\$100.00  
(Fee added)

(Fees deleted)2. ~~Scott Adams Skatopark Shelter\* (3-hour minimum)~~

- ~~(a) City resident, per hour, per shelter each .....\$6.00~~
- ~~(b) City resident, per hour, per shelter each  
Event with Sales/Tickets.....\$7.00~~
- ~~(c) Non-City resident, per hour, per shelter each .....\$12.00~~
- ~~(d) Non-City resident, per hour, per shelter each  
Event with Sales/Tickets.....\$14.00~~

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



(Old Fee: \$10)	(a) City resident, per hour, per shelter each.....	\$15.00
	(b) City resident, per hour, per shelter each	
(Old Fee: \$11)	Event with Sales/Tickets.....	\$17.00
(Old Fee: \$17)	(c) Non-City resident, per hour, per shelter each .....	\$20.00
	(d) Non-City resident, per hour, per shelter each	
(Old Fee: \$19)	Event with Sales/Tickets .....	\$22.00
	3. Riverfront Park Shelter* (3-hour minimum)	
(Old Fee: \$8)	(a) City resident, per hour, per shelter each.....	\$10.00
	(b) City resident, per hour, per shelter each	
(Old Fee: \$9)	Event with Sales/Tickets.....	\$12.00
(Old Fee: \$15)	(c) Non-City resident, per hour, per shelter each .....	\$17.00
	(d) Non-City resident, per hour, per shelter each	
(Old Fee: \$17)	Event with Sales/Tickets .....	\$20.00
	4. Glen Bruce Park Gazebo* (3-hour minimum)	
(Old Fee: \$8)	(a) City resident, per hour, per shelter each.....	\$10.00
	(b) City resident, per hour, per shelter each	
(Old Fee: \$9)	Event with Sales/Tickets.....	\$12.00
(Old Fee: \$15)	(c) Non-City resident, per hour, per shelter each .....	\$17.00
	(d) Non-City resident, per hour, per shelter each	
(Old Fee: \$17)	Event with Sales/Tickets .....	\$20.00
	5. Memorial Gardens Park* (3-hour minimum)	
(Old Fee: \$10)	(a) Per hour.....	\$15.00
(Old Fee: \$12)	(b) Per hour, Event with Sales/Tickets.....	\$17.00
(Old Fee: \$20)	(c) Exhibit rental, per hour .....	\$25.00
	6. Legion Park* (3-hour minimum)	
	(a) Per hour.....	\$10.00
	(b) Per hour, Event with Sales/Tickets.....	\$12.00
	(c) Exhibit Rental, per hour.....	\$20.00
(Fees Added)	7. Ridgefields Park (3-hour minimum)	
	(a) Per hour.....	\$10.00
	(b) Per hour, Event with Sales/Tickets.....	\$12.00
	(c) Exhibit Rental, per hour.....	\$20.00
(Language added)	8. Riverwalk/Greenbelt Shelter (3 hour minimum)	
(Old Fee: \$8)	(a) City resident, per hour, per shelter each.....	\$10.00
	(b) City resident, per hour, per shelter each	
(Old Fee: \$9)	Event with Sales/Tickets.....	\$12.00
(Old Fee: \$15)	(c) Non-City resident, per hour, per shelter each .....	\$17.00
	(d) Non-City resident, per hour, per shelter each	
(Old Fee: \$17)	Event with Sales/Tickets.....	\$20.00
(Language added)	9. Preston Forest Park Shelter (3 hour minimum)	
(Old Fee: \$8)	(a) City resident, per hour, per shelter each.....	\$10.00
	(b) City resident, per hour, per shelter each	
(Old Fee: \$9)	Event with Sales/Tickets.....	\$12.00
(Old Fee: \$15)	(c) Non-City resident, per hour, per shelter each .....	\$17.00
	(d) Non-City resident, per hour, per shelter each	
(Old Fee: \$17)	Event with Sales/Tickets.....	\$20.00
	10. Park permit for commercial operation/use, per month ...	\$25.00-\$100.00
	11. Special Event permit, per Event.....	\$25.00-\$75.00
(New Fees)	(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
  - (a) 8-hour minimum.....\$400.00
  - (b) Additional time, per hour.....\$50.00
- (Old Fees: \$100-120) 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)..\$120.00-200.00
- D. Summer Playground Program (Language changed)
  - (Old: \$60-\$100) 1. ~~Regular Hours site~~ City resident fee, per child, per session.\$100.00-\$150.00
  - (Old: \$80-\$120) 2. ~~Regular Hours site~~ Non-City resident fee, per child, per session\$120.00-\$175.00
  - (Fees deleted) 3. ~~Extended hours site - City resident fee per child..... \$100.00-\$120.00~~
  - ~~4. Extended Hours site - Non-City resident fee, per child .... \$120.00-\$140.00~~
  - (Language deleted) ~~\*Scholarships may apply.~~
- E. Home School Physical Education Class
  - (Old fee: \$15-\$20) 1. Fee, per session, per student ..... \$20.00-\$40.00
- F. Community Center Class and Program Fees
  - (Language added) 1. Skilled classes and Instructional Programs
    - (Old fee: \$2-\$3) (a) per class/session, per student - City resident.....\$5.00-\$50.00
    - (Old fee: \$5-\$35) (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-
    - (b) .....per session, per student - Non-City resident.....\$10.00-
  - \$40.00
  - \$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
  - (Fee added)
  - (Fee added)
  - (Language added) 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
- G. Athletics
  - (Old fee: \$400) 1. Adult Basketball and Softball League Programs.....\$350.00-\$450.00
    - (a) Non-Resident fee per person .....\$10.00-\$15.00
    - (b) Maximum Non-Resident fee per team .....\$75.00
  - (Old fee: \$50)
  - (Old fee: \$100) 2. Tournaments Fee, per team.....\$75.00-\$150.00
  - 3. Basketball, 3 on 3 leagues
    - (Old fee: \$75) (a) Entry Fee, per team .....\$75.00-\$85.00
    - (b) Non-City resident fee, per person .....\$2.00
  - 4. Volleyball
    - (Old fee: \$100) (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
    - (Old fee: \$50) (b) Outdoor Leagues and Tournaments
      - (Old fee: \$45) (1) Triples .....\$45.00-\$90.00
      - (Old fee: \$30) (2) Doubles .....\$30.00-\$60.00
      - (Old fee: \$60) (3) Quads.....\$60.00-\$120.00
      - (4) Non-resident fee per person for leagues.....\$2.00
  - 5. Adult Soccer
    - (Old fee: \$30) (a) Entry fee, per person .....\$30.00-\$50.00
    - (b) Non-City resident fee, per person .....\$10.00-\$15.00
    - (Old fee: \$50) (c) Maximum Non-Resident fee per team.....\$75.00

- 6. Adult Flag Football
  - (a) Entry fee, per team .....\$300-\$350
  - (b) Non-City resident fee, per person.....\$10.00-\$15.00
  - (Old fee: \$50).....(c) Maximum Non-Resident fee per team.....**\$75.00**
- 7. Adult Dodgeball
  - (Old fee: \$85) (a) Entry fee, per team .....\$85.00-**\$100.00**
  - (Old fee: \$50) (b) Non-City resident fee, per person .....\$10.00-\$15.00
  - (c) Maximum Non-Resident fee per team.....**\$75.00**
- 8. Tennis/Pickleball Instruction
  - (Language Changed) (a) ~~Instruction~~-Adults (19 and over), per session ~~City resident fee~~ \$30.00-\$100.00  
Non-City resident fee, per session ..... \$5.00
  - (b) ~~Instruction~~ Children/teens (under 19), per session ~~City resident fee~~ \$20.00-\$80.00  
Non-City resident fee, per session ..... \$5.00
  - (c) Youth Tennis League Program - City resident fee .....\$15.00-\$60.00  
Non-City resident fee .....\$5.00
- 9. Tennis/Pickleball Tournament
  - (Old fee: \$16-\$24) (a) Entry fee, singles .....\$10.00-\$20.00
  - (b) Entry fee, doubles.....**\$20.00-\$40.00**
- 10. Tennis/Pickleball Courts Rental
  - (a) Individually per 1½ hour.....\$18.00
  - (b) 2 courts per 4-hour block, Monday-Friday.....\$50.00
  - (c) 2 courts per 8 to 12-hour block, Saturday-Sunday .....\$65.00
  - (d) 4 courts per 4-hour block, Monday-Friday.....\$70.00
  - (e) 4 courts per 8 to 12-hour block, Saturday-Sunday .....\$85.00
  - (f) 6 courts per 4-hour block, Monday-Friday.....\$90.00
  - (g) 6 courts per 8 to 12-hour block, Saturday-Sunday .....\$105.00
  - (h) 8 courts per 4-hour block, Monday-Friday.....\$110.00
  - (i) 8 courts per 8 to 12-hour block, Saturday-Sunday .....\$125.00
  - (j) Vendor Fee per Event with Sales/Tickets.....\$15.00
- 11. Athletic Field Rental and Equipment
  - (Language changed) NOTE: Deposit – ~~50% of rental fee~~ **\$50.00 per field** may apply at the discretion of **Facility 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.
  - (Old fee: \$100) (a) Softball/Baseball field rental, per day per field (excludes concession rights)  
(12-hour maximum).....\$85.00-**\$120.00**
  - (Old fee: \$15) (1) Each additional hour after 12.....\$15.00-**\$25.00**
  - (Old fee: \$15) (2) Use of lights, per day per field .....**\$25.00-\$75.00**
  - (Fee deleted) (3) Field drying material (per bag).....\$20.00
  - ~~(4) Tournament Rental Application Fee (per facility).....\$50.00~~
  - (Old fee: \$50-\$75) (b) Soccer field rental, per day per field (excludes concession rights)  
(12-hour maximum).....\$85.00-**\$120.00**
  - (Old fee: \$15-\$25) (1) Each additional hour after 12).....\$40.00
  - (Old fee: \$15-\$25) (2) Use of lights, per day per field .....**\$25.00-\$75.00**
  - (Old fee: \$15-\$25) (3) Fee, per team (tournaments, scrimmages, practices)**20.00-\$30.00**
  - (Old fee: \$25) (c) Softball/Baseball/Miracle Field Soccer Field Rental (2-hour minimum)
  - (Old fee: \$5) (1) Per hour, per field (excludes concession rights) ...\$15.00-**\$40.00**
  - (2) Use of lights, per hour per field.....**\$15.00**
  - (d) Use of Parking Lot at Athletic Facilities

	(Use of restroom facilities included) .....	\$100.00-\$150.00
(Fee deleted)	<del>(e) Key Deposit for Brickyard Park, Domtar Park and Eastman Park at Horse Creek soccer .....</del>	<del>\$50.00</del>
	(e) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum) .....	\$15.00-\$25.00
	(f) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament .....	\$50.00-\$75.00
	(g) Rental of portable mounds per field, per tournament ..	\$75.00-\$100.00
(Language/Fee added)	(h) Rental of green/white portable fencing per field, per tournament/event .....	\$75.00-\$100.00
	(i) Rental of chain link portable fencing per field, per tournament/event ....	\$100.00
(Old fee: \$15)	(j) Rental of white portable fencing (price per piece) .....	\$20.00
(Old fee: \$25)	(k) Delivery charge for white fencing .....	\$50.00
	(l) Set-up fee for white fencing (price per piece).....	\$20.00
	(m) Vendor selling fee, per tournament/Event per venue W/Sales/Tickets	\$100.00
	12. Miracle Field Shelter* (3 hour minimum)	
(Old fee: \$10)	(a) City resident, per hour.....	\$20.00
(Old fee: \$11)	(b) City resident, per hour, Event with Sales/Tickets.....	\$25.00
(Old fee: \$17)	(c) Non-City resident, per hour.....	\$30.00
(Old fee: \$19)	(d) Non-City resident, per hour, Event with Sales/Tickets.....	\$35.00
	13. Youth Registration Fee	
	(a) Youth registration fee per sport .....	\$20.00-\$50.00
(Fee added)	(b) Late registration fee (after deadline).....	\$5.00-\$25.00
	(c) Equipment and Uniform Fee.....	\$15.00-\$50.00
(Language deleted)	<i>*Scholarships may apply</i>	
H.	Allandale (Seasonal rates may apply to some Allandale Rental Fees)	
	NOTE: Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of Facility Management.	
	*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain Events. Charges related to security will be the responsibility of the renter.	
	1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Parties Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)	
(Old fee: \$275)	(a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM .....	\$350.00
	(b) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM Event with Sales/Tickets .....	\$375.00
(Old fee: \$325)	(c) 0-100 people, Monday-Thursday, 5 PM – 11 PM .....	\$500.00
(Old fee: \$400)	(d) 0-100 people, Monday-Thursday, 5 PM – 11 PM Event with Sales/Tickets .....	\$550.00
(Old fee: \$425)	(e) 0-100 people, Friday and Sunday .....	\$900.00
(Old fee: \$850)	(f) 0-100 people, Friday and Sunday Event with Sales/Tickets ...	\$950.00
(Old fee: \$900)	(g) 0-100 people, Saturday.....	\$1,000.00
(Old fee: \$900)	(h) 0-100 people, Saturday Event with Sales/Tickets .....	\$1,200.00
	<i>*Add \$1.00 for each person over Event maximum.</i>	
	<i>Includes 50 folding chairs and 6 tables (maximum \$100.00). Does not include use of the Mansion Heron Dome (see Section H.3) or the Amphitheater (see Section H.9).</i>	
	2. Mansion Meeting Rental Fees	
	(a) 0-50 people, Monday – Thursday .....	\$150.00
	(b) 0-50 people, Monday – Thursday Event with Sales/Tickets ...	\$175.00
	(c) 51-100 people, Monday – Thursday .....	\$175.00
	(d) 51-100 people, Monday – Thursday Event with Sales/Tickets	\$200.00

3. Mansion Heron Dome Rental Fees – Appropriate Mansion rental may apply
  - (a) Monday – Thursday ..... \$175.00
  - (b) Monday – Thursday Event with Sales/Tickets ..... \$200.00
  - (c) Friday and Sunday ..... \$225.00
  - (d) Friday and Sunday Event with Sales/Tickets ..... \$250.00
  - (e) Saturday ..... \$250.00
  - (f) Saturday Event with Sales/Tickets ..... \$275.00
4. Mansion Tour Fees
  - (a) Group tours, Monday – Friday, 8 AM – 4 PM . . \$25.00 + \$2.00/person
  - (b) Individual tours ..... \$3.00/person
5. Rehearsal Fees (all facilities and grounds)
  - (a) Monday – Thursday, 8 AM – 4 PM ..... No Charge
  - (b) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) ..... \$75.00/hour
6. Barn Rental Fees (April – October Only)
 

(Old fee: \$325)		(a) 0-100 people, Monday – Thursday .....	\$375.00
(Old fee: \$375)		(b) 0-100 people, Monday – Thursday Event with Sales/Tickets..	\$425.00
(Old fee: \$425)		(c) 0-100 people, Friday and Sunday .....	\$450.00
(Old fee: \$475)		(d) 0-100 people, Friday and Sunday Event with Sales/Tickets ...	\$500.00
(Old fee: \$475)		(e) 0-100 people, Saturday .....	\$500.00
(Old fee: \$525)		(f) 0-100 people, Saturday Event with Sales/Tickets.....	\$575.00

*\*Add \$1.00 for each person over Event maximum.*  
*Includes seating for 136 in the hayloft, 5 cocktail tables, and use of the Gazebo and picnic area. There will be a fee for all other tables and chairs.*
7. Barn Gazebo Rental Fees
  - (a) Monday – Thursday ..... \$175.00
  - (b) Monday – Thursday Event with Sales/Tickets ..... \$200.00
  - (c) Friday and Sunday ..... \$275.00
  - (d) Friday and Sunday Event with Sales/Tickets ..... \$300.00
  - (e) Saturday ..... \$300.00
  - (f) Saturday Event with Sales/Tickets ..... \$350.00

*Includes use of Barn restrooms. Does not include use of Barn.*
8. Picnic Pavilion Rental Fees (April – October Only)
 

(Old fee: \$250)		(a) 0-100 people, Monday – Thursday .....	\$325.00
(Old fee: \$275)		(b) 0-100 people, Monday – Thursday Event with Sales/Tickets..	\$350.00
(Old fee: \$325)		(c) 0-100 people, Friday and Sunday .....	\$375.00
(Old fee: \$350)		(d) 0-100 people, Friday and Sunday Event with Sales/Tickets ...	\$400.00
(Old fee: \$375)		(e) 0-100 people, Saturday .....	\$425.00
(Old fee: \$425)		(f) 0-100 people, Saturday Event with Sales/Tickets.....	\$450.00

*\*Add \$1.00 for each person over Event maximum.*  
*Includes 10 picnic tables and 2 buffet tables. There will be a fee for all other tables and chairs.*
9. Amphitheater Rental Fees – Appropriate Mansion rental may apply.
  - (a) Monday-Thursday ..... \$200.00
  - (b) Monday-Thursday Event with Sales/Tickets ..... \$275.00
  - (c) Friday and Sunday ..... \$300.00
  - (d) Friday and Sunday Event with Sales/Tickets ..... \$325.00
  - (e) Saturday ..... \$325.00
  - (f) Saturday Event with Sales/Tickets ..... \$400.00

*Includes use of Amphitheater dressing rooms. Does not include use of Mansion, Mansion gardens or Heron Dome.*
10. Facility Charges for Events lasting more than the designated time block



	(All facilities & grounds) .....	\$75.00/hour
11.	Photography Fees	
	(a) Mansion Renters (use of house, gardens, grounds) Monday – Thursday, 8 AM – 4 PM (2-hour maximum) .....	No Charge
	(b) Mansion Renters (use of house, gardens, grounds) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) .....	\$50.00/hour
	(c) Non-Renters (use of house, gardens, grounds) Monday – Thursday, 8 AM – 4 PM (2-hour minimum) .....	\$75.00/hour
	(d) Non-Renters (OUTDOORS ONLY/garden, grounds) Monday – Thursday, 8 AM – 4 PM (2-hour minimum) .....	\$50.00/hour
12.	Equipment Fees	
	(a) Folding Chairs, each .....	\$1.50
	(b) Chivari Chairs, each .....	\$3.00
	(c) Tables, each .....	\$6.00
	<del>(d) TV/DVD, per Event .....</del>	<del>\$50.00</del>
	(d) Piano and Disklavier, per Event .....	\$50.00
	<del>(f) Flip Chart, per Event .....</del>	<del>\$20.00</del>
	<del>(g) White Board, per Event .....</del>	<del>\$10.00</del>
	(Fee deleted)	
	(Fee deleted)	
	(Fee deleted)	
13.	Promotional Fees	
	(a) Eighteen free bookings, per year (to be used at the discretion of the Curator).	
14.	Friends of Allandale	
	(a) Patron – 10% discount on one (1) party per year	
	(b) Benefactor – 15% discount on one (1) party per year	
	(c) Brooks Fellow – 25% discount on one (1) party per year	
15.	Vendors Display Fee (flyers, calling cards, etc.).....	\$25.00/Year
I.	Dog Park	
	1. Registration	
	(a) City resident, first dog (annual fee) .....	\$25.00
	(b) City resident, per additional dog (annual fee) .....	\$15.00
	(c) Non-resident, first dog (annual fee) .....	\$30.00
	(d) Non-resident, per additional dog (annual fee) .....	\$20.00
	(e) Spring registration (January- June only)	
	(1) City resident, First dog .....	\$12.00
	(2) Non-resident, First dog .....	\$15.00
	(3) City resident, per additional dog .....	\$6.00
	(4) Non-resident, per additional dog .....	\$10.00
	2. Key Cards and Tags	
	(a) Key card replacement, per card .....	\$15.00
	(b) Dog Park tag replacement, per tag .....	\$5.00
	3. Application Processing fee .....	\$1.00
J.	Bays Mountain Park	
	1. Entrance/Parking	
	(a) Per car (up to a 15 passenger van) .....	\$7.00
	(b) Per bus (anything above a 15 passenger van/bus) .....	\$15.00
	2. Natural History and Planetarium programs	
	(a) Individual rates	
	(1) Planetarium .....	\$6.00
	(15 or more, group rate) per person .....	\$4.00
	(2) Nature show .....	\$3.00
	(15 or more, group rate) per person .....	\$2.00
	(3) Barge ride .....	\$4.00 to \$6.00

- (4) Extended Nature Program (2 hours) ..... \$6.00
- (Fee deleted) ~~(5) Association Members/Members ..... Free Passes~~
- (5) Day Camp.....\$75 Weekly & Family Membership Pass
- (6) Additional Day Camp Child..... \$65 Weekly
- (7) Special Nature Programs\*.....\$10.00-\$40.00
- \*Dependent upon program may not provide member discount
- (b) Schools – scheduled during normal school hours
  - Out of county students – per student/per program ..... \$2.00
  - (Sullivan, Hawkins Counties and Kingsport, Bristol students) FREE
- (c) Special programs
  - (1) Planetarium (other than regularly scheduled times)..... \$350.00
  - (2) Barge rides (other than regularly scheduled times)
    - (maximum of 45 people)..... \$250.00
  - (3) Association life members get one free barge ride during June, July and August after 6:00 p.m. *Must be pre-scheduled.*
- 3. Other Programming
  - (a) Low Ropes Course (minimum of 8 people, maximum of 40 people)
    - Staff led programming.....\$5.00 per person
  - (b) Hawks Nest (age 11 & up) (weight limit 275 lbs.) \$25.00 per person
  - (c) Flying Squirrel Zipline (weight limit 275 lbs.)...\$10.00 per person
  - (d) Team Building – Half Day (minimum of 8 people, maximum of 24 people)
    - (weight limit 275 lbs.).....\$35.00 per person
    - Includes Low Course or Hawks Nest, Icebreaker games and Zipline*
  - (e) Team Building – Full Day (minimum of 8 people, maximum of 24 people)
    - (weight limit 275 lbs.).....\$60.00 per person
    - Includes Low Course or Hawks Nest, Icebreaker games and Zipline*
  - (f) Zip Party (*scheduled during park hours*) (weight limit 275 lbs.)
    - (1) 1-10 people..... \$125.00
    - (2) 11-19 people..... \$175.00
    - (3) 20+ people.....\$225.00
  - (g) Zip Party with use of Farmstead for one hour
    - (*scheduled during park hours*) (weight limit 275 lbs.)
      - (1) 1-10 people.....\$160.00
      - (2) 11-19 people.....\$210.00
      - (3) 20+ people.....\$260.00
  - (h) Special Twilight Zip: (maximum of 20 people)....\$25.00 per person
  - (i) Canoe/Kayak Tour Programs.....\$10.00 per person
    - Canoe/Kayak Tour Programs (Association Members).....\$5.00
- 4. Facilities rental
 

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

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

  - (a) Building/Rooms (per hour-2 hour minimum)
    - (1) Classroom (maximum of 80 people)..... \$35.00
    - (2) Farmstead (maximum of 100
      - people).....\$100.00
    - (3) Nature Center (maximum of 150 people)..... \$200.00

- (4) Pavilion at LilyPad Cove – flat rate, four hour block (maximum of 60-80 people, depending on set-up.) *Renter responsible for set-up prior to Event and takedown afterwards.*
        - (i) Monday-Thursday.....\$150.00
        - (ii) Friday thru Sunday.....\$250.00
        - (iii) Additional rental time if needed, per hour.....\$75.00*Includes use of up to 80 chairs, tables, & parking for guests.*
      - (5) Amphitheater (after hours) (maximum of 300 people). .... \$20.00
      - (6) Cabin/meeting room (maximum of 25 people) .....\$50.00
    - (b) Other Facilities Rental
      - (1) Overnight camping, per group/per night (max 15 people)....\$50.00
      - (2) Zip line school ..... \$5.00
      - (3) High Ropes course – School ..... \$15.00
      - (4) Half Day Course School ..... \$20.00
      - (5) Full Day School.....\$25.00
  - 5. Park grounds
    - (a) Before hours (2-hour minimum) ..... \$150.00
    - (b) After hours (2-hour minimum) ..... \$150.00
  - 6. Tour Groups
    - (a) KCVB Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)..... \$7.00
    - (b) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)..... \$10.00
  - 7. Annual Memberships
    - (a) Individual Membership.....**\$35.00**
    - (b) Family Membership.....**\$60.00**
    - (c) Supporting Membership.....**\$125.00**
    - (d) **Lifetime Membership.....\$1,200.00**
- K. Senior Citizens Programs
  - 1. Activity fee
    - (a) Resident ..... \$25.00
    - (b) Non-City, Sullivan County Resident ..... \$45.00
    - (c) Other ..... \$70.00
  - 2. Ceramic/Clay, yearly usage fee ..... \$10.00
  - 3. Craft fee ..... *Cost of materials and instructor used in project*
  - 4. Special Class Fee
    - (a) Skilled classes, per semester ..... \$30.00-\$400.00  
(i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
    - (b) Instructors' Salaries.....60% maximum class fees or hourly rate
    - (c) Other Senior Center class fees are determined by the Senior Center Director with approval from the Senior Center Advisory Council
  - 5. Non-service day trips, per person/per trip
    - (a) Local..... \$5.00
    - (b) Non-local ..... \$13.00
    - (c) Extended travel (administrative fee)..... \$25.00
  - 6. Locker Fee ..... \$2.00
  - 7. Newsletter
    - (a) Annually..... \$6.00
    - (b) Per copy ..... \$0.50
  - 8. Copies, per page ..... \$0.25
- L. Lynn View Community Center

(Old fee: \$30)  
 (Old fee: \$50)  
 (Old fee: \$100)  
 (Fee added)

(Language changed) NOTE: Deposit – 50% of rental fee may apply at the discretion of **Facility 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. Gym Rentals

(Language changed) NOTE: Deposit – ~~50% of rental fee or a minimum of \$100~~ \$50 per gym, per day may apply at the discretion of the **Facility Parks and Recreation** Management. ~~For tournament rentals, a \$25 per gym deposit is required at the time an application is submitted.~~

	(a) Per hour (2-hour minimum) .....	\$30.00
	(b) Vendor Fee for Events with Sales/Tickets .....	\$15.00
(Fee deleted)	<del>(c) — Tournament Rental Application Fee .....</del>	<del>\$25.00</del>
	(c) Tournament Rental, per day (10-hour maximum).....	\$300.00
	(d) Each additional hour after 10.....	\$15.00

2. Cafeteria Rental

	(a) per hour (3-hour minimum) .....	\$20.00
	(b) per hour (3 hour minimum) Event with Sales/Tickets.....	\$22.00

3. Multipurpose Room Rental

	(a) per hour (3-hour minimum) .....	\$10.00-\$15.00
	(b) per hour (3-hour minimum) Event with Sales/Tickets .	\$7.00-\$12.00

4. Auditorium Rental

	(a) per hour (3-hour minimum) .....	\$30.00
	(b) per hour (3 hour minimum) Event with Sales/Tickets.....	\$32.00

5. Football Field Rental

(Old fee: \$30)	(a) per hour (3-hour minimum) .....	\$50.00
(Language changed)	(b) Vendor Fee for Events with Sales/Tickets.....	\$35.00
(Old fee: \$15)	(c) Light fee <del>for Event</del> .....	\$30.00

6. Lower Baseball Field Rental

	(a) Per hour.....	\$20.00
	(b) Vendor Fee for Events with Sales/Tickets.....	\$15.00

M. Kingsport Farmers Market

(Language deleted) NOTE: Damage Deposit – 50% ~~(\$100.00 minimum)~~ of rental fee may apply at the discretion of the facility manager. The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Farmers Market. A renter can be charged a cleaning fee that is equal to the rental exceeding time limit of ~~\$50.00~~ \$85.00 if the renter does not leave the space in the same condition as it was upon arrival.

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

1. Pavilion Rental

(Old fee: \$300)	(a) Half Day: Monday–Sunday, 8AM–12 Midnight (up to 8 hours will be considered a half day rental).....	\$400.00
	(b) Full Day: Monday–Sunday, 8AM–12 Midnight, per day (over 8 hours will be considered a full day rental).....	\$500.00
	(1) Prep/Take Down in addition to a full day.....	\$100.00
	(c) Facility charges for Events lasting beyond the designated time block (all facilities and grounds) per hour.....	\$85.00

- (Fee deleted) ~~(d) Deposit w/confirmed reservation (applicable to total amount due) \$100.00~~  
 (Fee added) (d) Pavilion and Carousel combo rental.....\$550.00  
 Rental of pavilion and carousel must happen at the same time.  
 (Includes Pavilion 8 hour rental from Option (b) listed above and  
 Option N.2. listed in the next section: Carousel Special Events,  
 nonpublic hours, 2 hour block).
2. Vendor – Daily Booth Rental Fees – Inside Pavilion  
 (Old fee: \$7) (a) Wednesdays ~~—Full booth~~.....\$6.00  
 (Fee deleted) ~~(b) Wednesdays Half booth~~.....\$4.00  
 (Old fee: \$15) (b) Saturdays ~~—Full Booth~~.....\$10.00  
 (Fee deleted) ~~(d) Saturdays Half Booth~~.....\$7.00
3. Vendor – Daily Booth Rental Fees – Outside Pavilion  
 (Old fee: \$4) (a) Wednesdays ~~—Full booth~~.....\$5.00  
 (Language deleted) (b) Saturdays ~~—Full booth~~.....\$8.00
- \*The City Manager or designee has the authority to adjust the fee if the proposed  
 Event, including setup, is less than half the time of the rental or to adjust any of the  
 above fees for special promotions or Events.
- N. Kingsport Carousel  
 1. Tokens for Rides.....\$1.00  
 2. Special Events, non-public hours, per hour, minimum of 2 hours.....\$100.00  
 3. Birthday Parties (2 hour duration) during public hours, w/unlimited rides.....\$100.00  
 (Old fee: \$20) 4. Rental of Carousel Studio, per hour (3 hour minimum).....\$30.00  
 (Fee added) 5. Pavilion and Carousel combo rental.....\$550.00  
 Rental of pavilion and carousel must happen at the same time.  
 (Includes Pavilion 8 hour rental from Option M.1.(b) listed in the previous  
 section and Option 2 listed above).  
 \*At the discretion of Carousel Management, a renter can be charged a  
 cleaning fee that is equal to one hour use of the space if the renter does not  
 leave the space in the same condition as it was upon arrival.  
 \*The City Manager or his designee has the authority to adjust any of the above  
 listed fees for special promotions/Events.
- O. Kingsport Aquatic Center Events/Facilities  
 1. Daily Fees  
 (a) Ages 2 & under.....Free w/ paying adult  
 (b) Under 48”.....\$6.00  
 (c) 48” and above.....\$8.00  
 (d) Ages 55 & over.....\$6.00  
 (Old #/fee: 10/\$4) Group (more than 15 people).....\$5.00 each  
 (e) Last two hours of operation for the Indoor Pool outside of summer operational  
 season:  
 (1) Under 48”.....\$3.00  
 (2) 48” and above.....\$4.00  
 (3) Ages 55 & over .....\$3.00
2. Seasonal Waterpark Passes (Summer Operational Season)  
 (a) Under 48”.....\$100.00  
 (b) 48” and above.....\$125.00  
 (c) Ages 55 & over.....\$100.00  
 (Language changed) (d) Family (4 within same household) ~~(2 adults and 2 youth)~~.....\$250.00  
 (1) Additional person.....\$15.00  
 (Fee added) (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
(Language changed)	(d) Family (4 within same household) <del>(2 adults and 2 youth)</del> .....	\$475.00
(Fee added)	(e) Replacement card.....	\$5.00
	(1) Additional person (living in same household).....	\$50.00
	4. Monthly Memberships	
	(a) Under 48".....	\$30.00
	(b) 48" and above .....	\$35.00
	(c) Ages 55 & over .....	\$30.00
(Language changed)	(d) Family (4 within same household) <del>(2 adults and 2 youth)</del> .....	\$70.00
(Old fee: \$5)	(1) Additional person (living in same household).....	\$15.00
(Fee added)	(e) Replacement card.....	\$5.00
	5. Rentals	
(Old fee: \$40)	(a) Room (includes tables and chairs).....	\$50.00/hr
	(b) Indoor Facility (minimum of 2 hours)	
	(1) 1-100 people.....	\$325.00/hr
	(2) 101-250 people.....	\$400.00/hr
(Language changed)	(3) 251-400 / <del>Commercial Corporation</del> .....	\$500.00/hr
	(c) Outdoor Facility (minimum of 2 hours)	
	(1) 1-100 people.....	\$450.00/hr
	(2) 101-250 people.....	\$550.00/hr
(Language changed)	(3) 251-400 / <del>Commercial Corporation</del> .....	\$650.00/hr
	(d) Outdoor Lap Pool (minimum of 2 hours)	
	(1) 1-100 people .....	\$175.00/hr
	(2) 101-200 people .....	\$250.00/hr
	(e) Lap Lane	
(Old fee: \$10)	(1) Short course (maximum of 8 swimmers/lane) . .....	\$12.00/hr
(Old fee: \$20)	(2) Long course (maximum of 16 swimmers/lane).....	\$24.00/hr
	(f) Swim Meet	
(Fees deleted)	(1) <del>Full day (up to 12 hrs; addtl charge of \$100.00/hr after 12 hrs).....</del>	<del>\$1,500.00</del>
	(2) <del>Half day (5 hours or less) .....</del>	<del>\$1,000.00</del>
(Fees added)	Short Course	
	(1) Whole Pool – 12 hours.....	\$1,500.00
	(2) Whole Pool – 5 hours.....	\$1,000.00
	(3) Half Pool – 12 hours.....	\$1,000.00
	(4) Half Pool – 5 hours.....	\$600.00
	Long Course	
	(5) Whole Pool – 12 hours (May 1- May 20).....	\$2,500.00
	(6) Whole Pool – 12 hours (May 20- July 31).....	\$2,750.00
	(7) Whole Pool – 5 hours (May 1- July 31).....	\$1,500.00
	(8) Warm Pool – 5 hours (June 1-July 31 only).....	\$600.00
	(g) Cabana (Outdoor Waterpark Season)	
	(1) Full Day	
	(i) Monday-Thursday.....	\$75.00
	(ii) Friday, Saturday, Sunday & Holidays.....	\$100.00
	(2) Half Day	
	(i) Monday-Thursday.....	\$40.00
(Language deleted)	(ii) Friday- <del>Sunday &amp; Holidays</del> .....	\$60.00
	6. Swim Lessons	

	(a) Adaptive Swim Lessons (8 x 30 minute lessons)	
	(1) KAC Member.....	\$60.00
(Old fee: \$100)	(2) YMCA Member.....	\$120.00
(Old fee: \$120)	(3) Non-member.....	\$140.00
	(b) Group (8 classes w/ sibling discount of \$5/additional child)	
	(2) KAC Member.....	\$40.00/session
	(3) YMCA Member.....	\$70.00/session
	(4) Non-member.....	\$80.00/session
	(c) Private (1 x 30 minute class or 6 x 30 minute classes)	
(Old fee: \$170)	(1) KAC Member.....	\$30.00/ \$140.00
(Old fee: \$200)	(2) YMCA Member.....	\$40.00/ \$200.00
	(3) Non-Member.....	\$45.00/ \$220.00
	(d) Semiprivate (6 x 30 minute classes for 2 students)	
(Old fee: \$200)	(1) KAC Member.....	\$170.00
(Old fee: \$220)	(2) YMCA Member.....	\$220.00
	(3) Non-Member .....	\$240.00
	(e) Group Swim Lessons Weekend (4 lessons discount of \$2 for each add'l child)	
	(1) KAC Member.....	\$20.00
	(2) YMCA Member.....	\$45.00
	(3) Non-Member .....	\$55.00
	(f) Additional Fee after registration deadline.....	\$10.00
	7. Water Exercise Classes (60 minutes in length)	
	(a) Single Class	
	(1) KAC Member.....	\$2.00
	(2) YMCA Member.....	\$6.00
	(3) Non-Member.....	\$8.00
	(4) Kingsport Senior Center Member .....	\$5.00
	(b) Monthly Pass (unlimited exercise classes during month)	
	(1) KAC Member.....	\$10.00
	(2) YMCA Member.....	\$50.00
	(3) Non-Member.....	\$55.00
	(4) Kingsport Senior Center Member .....	\$40.00
	8. Masters Swim Team	
	(a) KAC Member (monthly).....	\$25.00
	(b) YMCA Member (monthly).....	\$35.00
	(c) Non-member (monthly) .....	\$45.00
	(d) KAC Member (Quarterly).....	\$75.00
	(e) YMCA Member (Quarterly).....	\$95.00
	(f) Non-Member (Quarterly) .....	\$125.00
(Fee added)	(g) KAC Member (Annual).....	\$275.00
(Fee added)	(h) YMCA Member (Annual).....	\$355.00
(Fee added)	(i) Non-member (Annual).....	\$475.00
	9. Summer League Swim Team	
	(a) KAC Member .....	\$125.00
	(b) YMCA Member .....	\$150.00
	(c) Non-Member.....	\$175.00
(Language added)	Each additional sibling will receive a \$15.00 discount off the monthly fee.	
(Section added)	10. Junior Viperfish Swim Team	
	(a) KAC Member.....	\$35.00 monthly
	(b) YMCA Member.....	\$55.00 monthly
	(c) Non-Member .....	\$75.00 monthly

Each additional sibling will receive a \$10.00 discount off the monthly fee.

11. Training Courses (instructional courses for certification)
  - (a) Lifeguard Training
    - (1) Fees will be waived if participant chooses to work for KAC.
    - (2) KAC/YMCA Member.....\$200.00
    - (3) Non-member.....\$225.00
  - (b) Water Safety Instructor
 

(Language added)

    - (1) Fees will be waived if participant chooses to work for KAC.
    - (2) KAC/YMCA Member.....\$200.00
    - (3) Non-member.....\$225.00
  - (c) Certified Pool Operator
    - (1) KAC/YMCA Member ..... \$275.00
    - (2) Non-member ..... \$325.00
  - (d) Instructional classes *lasting less than 5 hours*

(Language deleted)  
(Old fee: \$25)  
(Old fee: \$30)  
(Fee added)

    - (1) KAC/YMCA Member.....\$20.00-\$150.00
    - (2) Non-member.....\$30.00-\$160.00
    - (3) Online courses.....\$20.00-\$150.00
12. Special Events *(varies by Event)*

(Language changed)  
(Fee added)  
(Fee added)  
(Section changed)

  - (a) Facility events (varies by event).....\$3.00-\$10.00
  - (b) Swim meet entry fees.....\$10.00-\$80.00
    - (1) Spectator fee.....\$2.00-\$5.00
13. ~~Birth~~ Party Packages for up to 20 guests and room rental for 2 hours  
*(party packages include admission for up to 15 guests, party room rental for 2 hours, a party host, and a birthday child favor bag.)*

(Old fee: \$225)  
(Fee added)  
(Fees deleted)

  - (a) Party Package A *(basic package)*.....\$285.00
  - (b) Party Add Ons.....\$25.00-\$50.00
  - ~~(b) Package B (includes Package A plus ¼ sheet cake/drinks/15 party favor bags).\$285.00~~
  - ~~(c) Package C (includes Package B plus 2 Large 1 topping pizzas).\$315.00~~
  - (c) Additional guests over the first 20 will be charged the group rate of \$5.00/person

(Old #/fee: 15/\$4)
14. Kingsport Senior Center Members receive a 20% discount for all aquatic classes
15. Seasonal Fees – Outdoor waterpark operational season

(Old # 10)

  - (a) Ages 2 & under.....Free w/ paying adult
  - (b) Under 48”.....\$10.00
  - (c) 48” and above ..... \$12.00
  - (d) Ages 55 and over..... \$10.00
  - (e) Group (more than 15 people)..... (each) \$5.00
  - (f) After 4 pm:
    - (1) Under 48”.....\$5.00
    - (2) 48” and above.....\$6.00
    - (3) Ages 55 and over.....\$5.00
    - ~~(4) Group (more than 10 people)..... (each) \$2.50~~

(Fee deleted)  
(Fees added)
16. Scuba/Kayak
  - (a) Lane Rental Fee – Short Course.....\$10.00
  - (b) Lane Rental Fee – Long Course.....\$20.00
  - (c) Individual Rate per participant/instructor.....\$2.00

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

- Kingsport Boys and Girls Club
- Kingsport Girls Incorporated
- Kingsport Chamber of Commerce
- Kingsport City Schools

- Kingsport Economic Development Board
- Downtown Kingsport Association
- \*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or Events.
- \*The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center.
- Kingsport Housing Authority
- Kingsport Convention & Visitor's Bureau

## Chapter 86 - Solid Waste

- A. Removal of Garbage, Trash and Recycling
1. Inside City Residential waste collection from 96-gallon carts, per month
    - (a) First Cart ..... \$8.00
    - (b) Each additional cart, per month..... \$8.00

*(Language deleted) Note: ~~First recycling cart included~~, additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on the first cart who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.*
  2. Inside City Multi-family Residential and Mobile Home Park Developments waste collected from 96-gallon carts, per cart, per month .....\$12.00  
*Note: ~~First Recycling cart included~~, additional carts refer to above fee*
  3. Outside City/County residential waste collection from 96-gallon carts, per month  

*(Old fee: \$15)* (a) One Cart ..... ~~\$20.00~~

*(Fee deleted)* (b) Each additional cart, per month..... \$9.00

~~(c) Recycling per cart, per month..... \$15.00~~
  4. Business and Professional Complex collected  

*(Old fee: \$15)* (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

*(Fee added)* 5. **Wildlife Resistant Cart** ..... ~~\$20.00~~  
*Note: This includes cart fee.*
  6. Construction waste material, per ton ..... \$82.00  
*This fee will be assessed to the property owner for any construction waste placed on the right-of-way.*
  7. Mixed pile at curb, items outside scope of service, move out/clean out, excessive material fee ..... \$100.00
  - ~~7. Purchase or Replacement of 96-gallon Cart..... \$60.00~~
  - ~~8. Purchase or Replacement of 32-gallon Cart..... \$60.00~~
  8. Appliance, per pickup ..... Free
  9. Carpet, per pickup ..... \$25.00
  10. Discarded furniture, per pickup ..... Free
  11. Backdoor Garbage pickup annual fee  

*(Old Fee: \$264)* (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 an application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

<u>Annual Household Income</u>	<u>Annual Fee</u>
50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income Limit	20% of Fee
Over 62.50% to 75.00% of Income Limit	40% of Fee
Over 75.00% to 87.50% of Income Limit	60% of Fee
Over 87.50% to 100.00% of Income Limit	80% of Fee
Over 100.00 % of Income Limit	100% of Fee

12. Roll Off Containers

- (Old Fee: \$35) (a) A tipping fee per ton (Sullivan County rates) ..... \$45.00
- (Old Fee: \$80) (b) Rental fee, per month ..... \$90.00
- (Old Fee: \$100) (c) Pull fee, per trip (minimum of one per month) ..... \$135.00

**Note: Customer will be required to pay these costs up front 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 tonnage.**

B. Demolition Landfill Fee and Charges

- (Language changed) 1. A tipping fee shall be charged to all users of the Demolition Landfill. City residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost ~~twice~~ **twelve times** per year (July 1 through June 30). This applies to City residents performing work at their primary residence.
- (Old Fee: \$18) 2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs.....**\$20.00**
- (Old Fee: \$35) 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).**\$40.00**
- 4. Tires: (a) 4 or less, each .....\$2.50  
(b) More than 10, per ton ..... \$225.00

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

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

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

**Chapter 102 – Utilities**

See separate document



**Chapter 110 - Vehicles for Hire**

- A. Charter Bus Fees
    - 1. Per hour (subject to a three (3) hour minimum charge).....\$40.00
    - 2. Private Charter of 24-passenger Mini-Bus (first 2 hours) .....\$150.00
      - (a) (per hour thereafter).....\$100.00
    - 3. Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus
      - (a) (First two hours) \$125.00
      - (b) (per hour thereafter) \$80.00
- [NOTE: Fees are for actual time beginning when vehicle leaves City Garage until return to City Garage.]
- B. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)
    - (a) Side Panel (each) .....\$7,000.00
    - (b) Back Panel .....\$4,000.00
    - (c) Both Sides and Back Panel.....\$15,000.00
  - C. KATS Fixed-Route Service Fares
    - 1. Regular fare .....\$1.00
    - 2. 65 and over .....\$0.50
    - 3. Handicapped .....\$0.50
    - 4. Monthly Pass.....\$20.00
    - 5. City Employees/Students with valid ID/Children under age 18.....Free
    - 6. Military Veterans with Valid ID .....\$0.50
    - 7. Route Deviation.....\$1.00
    - 8. Multi-Ride Ticket Book (24 one-way trips) .....\$20.00
    - 9. Multi-Ride Ticket Book Reduced Fare (24 one-way trips) .....\$12.00
    - 10. Weekly Pass .....\$5.00
    - 11. Daily Pass .....\$2.00
  - D. KATS ADA/Paratransit Fares (Individuals must be certified to use service, staff will determine contiguous areas newly annexed throughout the year that are adopted by designated ADA Zone map, which is on file in the KATS administration office.)
    - 1. Zone 1, ADA/Paratransit trips within Blue Zone (one-way trip).....\$2.00
    - 2. Zone 2, ADA/Paratransit trips within Green Zone (one-way trip)....\$4.00
    - 3. Zone 3, ADA/Paratransit trips within Yellow Zone (one-way trip)....\$5.00
  - E. KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)
    - 1. Dial-A-Ride 65, Trips within ADA Zone 1 (one-way trip) .....\$3.00
    - 2. Dial-A-Ride 65, Trips within ADA Zone 2 (one-way trip) .....\$4.00
    - 3. Dial-A-Ride 65, Trips within ADA Zone 3 (one-way trip) .....\$5.00
  - F. KATS Dial-A-Ride Job Assist (service to individuals traveling to/from work when ADA capacity allows)
    - 1. Dial-A-Ride Job Assist, Trips within ADA Zone 1 (one-way trip) .....\$3.00
    - 2. Dial-A-Ride Job Assist, Trips within ADA Zone 2 (one-way trip) .....\$4.00
    - 3. Dial-A-Ride Job Assist, Trips within ADA Zone 3 (one-way trip) .....\$5.00
  - G. **KATS Dial-A-Ride On-Demand (shared ride service to individuals traveling inside defined zones)**
    - (Fee added) 1. Dial-A-Ride On-Demand Zone (one-way trip).....\$2.00
  - H. Dial-A-Ride Multi-Ride Ticket Book (24 tickets worth \$1.00 each) .....\$24.00
  - I. No Show Fee (does not apply to ADA trips). A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-Shows or late cancellations are not counted when there are situations beyond the rider’s control that prevents the rider from notifying KATS that the trip cannot be taken. Customers who miss three or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers

can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.

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

**Chapter 114 - Zoning**

- A. Planning and Zoning Fees
  - 1. Rezoning application fees:
    - (a) Any downsizing (from higher to lower density)..... \$200.00
    - (b) Any rezoning less than 20 acres.....\$400.00
    - (c) Any rezoning over 20 acres..... \$450.00
  - 2. Board of Zoning Appeals
    - (a) Application for Special Exception .....\$100.00
    - (Old fee: \$50) (b) Application for Variance .....\$100.00
    - (Old fee: \$50) (c) Application for Administrative Review.....\$100.00
    - (Fee added) (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 per unit
  - 6. Site Plan (ZDP-PD-M1-R-MX):
    - (a) Preliminary .....\$100.00
    - (Fee added) (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
- B. Subdivision fees
  - (Language deleted)1. Preliminary Plat .....\$200.00
  - And Set Fee 2. Construction Plans.....(to be determined by Engineering)...\$200.00
  - established) 3. Final Plat (including minor subdivisions) .....\$25.00 per lot
  - 4. Bond Recording Fee (per page).....\$4.00
- C. Right-of-Way Vacating application fee .....\$75.00
- D. Off-Premise Signs, Per Face (annual).....\$100.00
- E. Zoning Verification Letter.....\$20.00
- F. Geographic Information Services (GIS) Fees:
  - 1. Map Products
    - (a) Staff time, per hour .....\$23.00
    - (b) Hard copy maps, standard sizes
      - (1) 48" x 36" (includes Kingsport Street Index Map & all Map Books) . \$30.00
      - (2) 36" x 24" \$25.00
      - (3) 8.5" x 11" .....\$10.00
    - (c) Hard copy maps, custom sizes (per inch, by longest side).....\$0.63
    - (d) Tax maps, 911 maps, and subdivision plats (per copy) .....\$5.00
  - 2. Standard GIS Reports (street dictionary, etc., per page) .....\$0.10
  - 3. Geographic Data for commercial users .....5%

(Specifically, 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)

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

**Chapter 102 – Utilities**

All rates and fees set out in Chapter 102 shall be effective for billing on or after July 1, 2023

**Water Usage Rates and Fees**

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

B. Water Usage Rates

1. Base charge per month, by meter size

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch.....	\$ 9.20.....	\$ 18.16
1 inch .....	\$ 16.37.....	\$ 36.93
1 ½ inch.....	\$ 30.72.....	\$ 66.80
2 inch .....	\$ 52.25.....	\$ 111.60
3 inch .....	\$ 136.03.....	\$ 300.92
4 inch .....	\$ 288.89.....	\$ 673.28
6 inch .....	\$ 604.90.....	\$ 1,407.46
8 inch .....	\$ 835.98.....	\$ 1,931.25
10 inch .....	\$ 1,404.80.....	\$ 3,220.56
12 inch .....	\$ 2,439.72.....	\$ 5,566.39

2. Usage Rate Schedule (Rate Per Thousand Gallons)

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
1,000 – 70,000 gallons .....	\$ 3.11.....	\$ 6.23
Over 70,000 gallons.....	\$ 2.23.....	\$ 4.45

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

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

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

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

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

<u>Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch.....	\$ 900.....	\$ 1,400
1 inch .....	\$ 1,100.....	\$ 1,600
1 ½ inch.....	\$ 2,000.....	\$ 2,500
2 inch .....	\$ 2,700.....	\$ 3,200
3 inch .....	\$ 4,500.....	\$ 5,000
4 inch .....	\$ 5,200.....	\$ 5,700
6 inch .....	\$ 7,500.....	\$ 8,200

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

E. Water Connection Service Fee and Deposits

- 1. Inside City..... \$30.00
- 2. Outside City..... \$40.00
- 3. Deposit For All New and Certain Former Residential Customers ..... \$50.00

F. Temporary Connection of 2 inch Meter to Fire Hydrant

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

G. Disconnection or Reconnection of Service

- 1. Reconnection / Non-Payment Fee
  - (a) Kingsport Water Customers (Before 5 PM on Work Days) ..... \$ 30.00
  - (b) Kingsport Water Customers (After 5 PM, Weekends, Holidays)..... \$50.00
  - (c) Bloomingdale Utility District (BUD) Water Customers..... BUD Current Rate
- 2. Meter Removal or Locking Fee ..... \$50.00
- 3. Obstruction Removal Fee ..... \$ 100.00
- 4. Tampering Fee (meters or other utility property) ..... \$100.00

H. Service Call Charges

- |  | Inside City | Outside City |
|--|-------------|--------------|
| 1. Raise / Lower Water Meter at Request of User.....                         | \$ 100.00   | \$ 150.00    |
| 2. Leak Detection / Line Locating on Private Property (per hour).....        | \$60.00     | \$75.00      |
| 3. Backflow Prevention Devices Testing Fee                                   |             |              |
| (a) Initial Test.....  |             | Free         |
| (b) Annual Test .....  |             | Free         |
| (c) Retesting Fee, Per Test (If Device Fails on Initial or Annual Test)..... |             | \$ 75.00     |
| 4. Service Fee   |             |              |
| (a) Initial Call.....  |             | Free         |
| (b) Recurring Service Calls, each .....                                      |             | \$ 50.00     |

I. Fire Hydrants

- 1. Fire Hydrant Installation or Relocation Fee .....\$ 5,500.00
- 2. Fire Hydrant Flow Test Fee .....\$ 100.00

J. Water Line Extension

- 1. Cost Estimate Fee .....\$ 100.00
- 2. Extension Cost will be estimated at contractor installation prices and will be limited to availability of lowest bid contractor
- 3.

**Sewer Usage Rates and Fees**

K. Sewer Usage Rates

- 1. Base charge per month
  - (a) Inside City ..... \$ 13.56
  - (b) Outside City ..... \$ 20.39
- 2. Class I Usage Rates (Rate Per Thousand Gallons)
 

<u>Volume Used</u>	<u>Inside City</u>	<u>Outside City</u>
All Usage over 1,000 gallons	\$ 10.34	\$ 15.51

Item X112.



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

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

1. Residences, single-family, cluster homes, condominiums, townhouses, duplexes, row houses, etc. per living unit (existing structures and new construction)
  - (a) Inside City ..... \$ 2,500.00
  - (b) Outside City ..... \$ 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 construction)
  - (a) First Unit / Room
    1. Inside City..... \$ 2,500.00
    2. Outside City..... \$ 3,500.00
  - (b) Additional Units on Same Tap
    1. Inside City..... \$200.00
    2. Outside City..... \$300.00
3. Car wash (existing structures and new construction)
  - (a) First Bay
    1. Inside City..... \$ 2,500.00
    2. Outside City..... \$ 3,500.00
  - (b) Each Additional Bay
    1. Inside City..... \$500.00
    2. Outside City..... \$750.00
4. Large and small commercial users, factories, and shopping centers (existing structures and new construction)
  - (a) First 10,000 square feet (or additional lateral)
    1. Inside City..... \$ 2,500.00
    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

M. Financing of Sewer Tapping Fees

1. Interest rate, per annum ..... 9.5%  
Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.
2. Tap Fees may be financed over a ten (10) year period and shall be payable in equal monthly installments including interest charged at a rate established by this resolution. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note secured by a deed of trust in the amount of the tap fee payable to the City of Kingsport. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney.
3. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.
4. Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note in the amount of the tap fee due payable to the City of Kingsport. The property owner(s) shall also be required to execute a Deed of Trust securing the note. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. The property owner(s) shall be further required to pay to the City a recording fee as set out herein at the time the Deed of Trust is executed.

Owners of the following classes of property:

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

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

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

N. Categories of Uses

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

9. Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 102-408 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.

O. Wastewater Discharge Permit Fees

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

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

**NOTE:** Permits are issued for annual periods not to exceed a 5-year time limit. Fees are based on an annual rate.
3. Permit Transfer Fee ..... \$100.00

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

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

1. Private Lateral Backup Response
  - (a) ..... \$ \$250.00
  - (b)
  - (c)
2. Lateral Location Fee
  - (a) Inside City ..... \$150.00
  - (b) Outside City ..... \$200.00
3. Dye / Smoke Test, Odor Investigation, Pretreatment Inspection
  - (a) Inside City ..... \$ 100.00
  - (b) Outside City ..... \$ 125.00
4.
  - (a)
  - (b)
- 5.
- 6.
7. Wastewater Sample Fees ..... \$50.00
 

Includes 5-Day BOD, Total Coliform / E-Coli, Temperature  
Total Suspended Solids, Dissolved Oxygen, Ammonia, pH
8. 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

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- 2. Non-domestic (per 1,000 gallons)
  - (a) Inside City ..... \$150.00
  - (b) Outside City ..... \$250.00

T.

U. UST Discharge Permit Fee (per tank)..... \$100.00

V. Groundwater Discharge Permit Fee (annual fee, per location) ..... \$250.00

**Stormwater Rates and Fees**

W. Stormwater Rates

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

X. Rate Details

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

**Payment Processing Posting Priority**

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

<u>Payment Priority</u>	<u>Accounts Receivable Description</u>
10 .....	Bankruptcy
11 .....	Balance Forward
12 .....	Payment Correction Transfer Balance
13 .....	Returned Check Fee
14 .....	Service Charges
15 .....	Returned Check Transfer Balance
16 .....	Declined Credit Card IVR Fee
17 .....	Non-Payment Fee
18 .....	Final Bill

Item X112.
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19	Installation Fees
20	Water Tap Fees
21	Line Extension Estimate
22	Utility Deposit
23	Finance Department Adjustment
30	Stormwater Penalty
31	Stormwater Fees
40	Residential Garbage – Back Door
41	Residential Garbage – Curbside
42	Multi-Family/Business/Professional Complex Garbage
60	Miscellaneous Charge
61	Deposit Interest
62	Census Survey
78	Sewer Penalties
79	Sewer Sales
87	State Sales Tax
88	Water Penalties
89	Water Sales

Z. Bulk sale of Residential Water and Sewer Taps

1. 10-19 Taps, Purchased as a Bundle
  - (a) Inside City ..... 25% Discount
  - (b) Outside City ..... 20% Discount
2. 20 or More Taps, Purchased as a Bundle
  - (a) Inside City ..... 50% Discount
  - (b) Outside City ..... 40% Discount

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Ratifying the Mayor’s Signature on a Consent Letter from T-Mobile for Property Located at 1640 Bays Mountain Park Road**

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

Action Form No.: AF-151-2023  
Work Session: June 5, 2023  
First Reading: N/A  
Final Adoption: June 6, 2023  
Staff Work By: Bart Rowlett  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
T-Mobile would like to modify its tower equipment located at 1640 Bays Mountain Park Road, which is leased from the city through Crown Castle. The modification includes installing (2) cabinets, (1) ice bridge, (2) 2” conduits, and a 200-amp breaker.

Under the original lease, which was approved by Ordinance 4790 on July 18, 2000, Crown Castle is authorized to make alterations to the tower upon obtaining written consent from the City which cannot be unreasonably withheld.

**Attachments:**  
1. Resolution

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

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

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON A  
CONSENT LETTER FROM T-MOBILE FOR THE TOWER AT 1640  
BAYS MOUNTAIN PARK ROAD

WHEREAS, on July 18, 2000, the board approved Ordinance No. 4790 authorizing the city to enter into a lease agreement with Pinnacle Towers, Inc., for a tower on Bays Mountain; and

WHEREAS, since that time, Pinnacle Towers, Inc. has been purchased by Crown Castle; and

WHEREAS, Crown Castle and T-Mobile have been in agreement to use the towers leased to Crown Castle in order to better serve the public and to minimize the amount of towers; and

WHEREAS, Crown Castle has requested the city sign a consent letter allowing T-Mobile to modify the tower leased by Crown Castle which will include installing (2) cabinets, (1) ice bridge, (2) 2" conduits and a 200-amp breaker; and

WHEREAS, under the original lease, Crown Castle is permitted to make alterations to the tower provided consent of the City is obtained.

Now therefore,

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

SECTION I. That the Consent Letter from Crown Castle regarding the modification of the leased cell tower located at 1640 Bays Mountain Park Road by T-Mobile, executed by the mayor on May 18, 2023, is ratified, including the execution of the same by Mayor Patrick W. Shull, said agreement being as follows:

CITY OF KINGSPORT  
225 WEST CENTER STREET  
ATTN: CUSTOMER SERVICE  
KINGSPORT, TN 37660

Re: BU 871270 / "Kingsport" / 1640 BAYS MOUNTAIN PARK ROAD, KINGSPORT, TN 37660  
("Site")

Lease Agreement, dated August 2, 2000, as it may have been amended and assigned ("Lease")  
Consent for modifications

Dear CITY OF KINGSPORT,

In order to better serve the public and minimize the amount of towers in an area where this property is located, T-Mobile intends to modify its equipment at the wireless communication facility (the "Modification"). The modifications included installing (2) cabinets, (1) ice bridge, (2) 2" conduits and a 200 amp breaker.

Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned, or delayed. Please provide your consent **on or before June 9, 2023** by signing below and returning to Fatimah.McKnight.Contractor@crowncastle.com so that we may install T-Mobile's equipment as permitted under the Lease.

If you have any questions concerning this request, please contact Fatimah McKnight at (240) 346-3717 or Fatimah.McKnight.Contractor@crowncastle.com

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all other documents necessary and proper 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 consent letter and this resolution.

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

ADOPTED this the 6th day of June, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY





10980 Grantchester Way, Suite 400  
Columbia, MD 21044

Phone: (240) 346-3717  
Email: Fatimah.McKnight.Contractor@crowncastle.com  
www.crowncastle.com

April 27, 2023

VIA email: chrismccartt@kingsporttn.gov

CITY OF KINGSPORT  
225 WEST CENTER STREET  
ATTN: CUSTOMER SERVICE  
KINGSPORT, TN 37660

Re: BU 871270 / "Kingsport" / 1640 BAYS MOUNTAIN PARK ROAD, KINGSPORT, TN 37660 ("Site")  
Lease Agreement, dated August 2, 2000, as it may have been amended and assigned ("Lease")  
Consent for modifications

Dear CITY OF KINGSPORT,

In order to better serve the public and minimize the amount of towers in an area where this property is located, T-Mobile intends to modify its equipment at the wireless communication facility (the "Modification"). The modifications included, installing (2) cabinets, (1) ice bridge, (2) 2" conduits and a 200 amp breaker.

Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Please provide your consent **on or before June 9, 2023** by signing below and returning to Fatimah.McKnight.Contractor@crowncastle.com so that we may install T-Mobile's equipment as permitted under the Lease.

If you have any questions concerning this request, please contact Fatimah McKnight at (240) 346-3717 or Fatimah.McKnight.Contractor@crowncastle.com

Sincerely,

Agreed and accepted \_\_\_\_\_

(Date)

*Fatimah McKnight*

Fatimah McKnight  
Real Estate Specialist

\_\_\_\_\_  
(Lessor's signature)

\_\_\_\_\_  
(Lessor's name and title)

The Foundation for a Wireless World.

CITY OF KINGSPORT

April 27, 2023

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**AGENDA ACTION FORM**

**Consideration of a Resolution to Pay Shipping Costs Associated with the Purchase of an Armored Rescue Vehicle**

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

Action Form No.: AF-150-2023  
Work Session: June 5, 2023  
First Reading: June 6, 2023

Final Adoption: June 6, 2023  
Staff Work By: Commander Chambers  
Presentation By: Chief Phipps

**Recommendation:**

Approve the Resolution

**Executive Summary:**

In April of 2022 a project line was established for the police department to purchase an armored rescue vehicle (Project # GP 2211). The armored vehicle was purchased from International Armored Group, located in St. Augustine, FL. The armored rescue vehicle was received in May of 2023, having been transported from St. Augustine, FL to Kingsport, TN on a tractor trailer. The shipping cost was \$1875.00 (One thousand eight hundred seventy five dollars).

At the time of the initial purchase staff elected to not include the shipping costs as part of the purchase price of the armored rescue vehicle. Following an evaluation of the most efficient means to acquire the vehicle upon its completion, staff elected to have it shipped to Kingsport. The funds to pay the shipping costs are currently in the previously established project, GP2211, and will need to be expensed to pay the shipping invoice upon BMA approval.

**Attachments:**

- 1. Resolution
- 2. Copy of Invoice from IAG

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO INTERNATIONAL ARMORED GROUP US, INC. FOR SHIPPING COSTS ASSOCIATED WITH THE TACTICAL RESCUE VEHICLE PURCHASED FOR THE KINGSPORT POLICE DEPARTMENT

WHEREAS, on March 8, 2022, the board authorized the City Manager to execute a purchase order for a tactical rescue vehicle from International Armored Group, US, Inc. (IAG) for use by the Kingsport Police Department, via Resolution No. 2022-172; and

WHEREAS, on April 5, 2022, through budget Ordinance No. 7002, project no. GP2211 was created to fund the purchase of the tactical rescue vehicle and \$300,000.00 was set up in that account; and

WHEREAS, at the time of the purchase and shipping of the vehicle, shipping costs were unknown, IAG agreed to ship the vehicle to the city and allow the city to reimburse them for the same; and

WHEREAS, an invoice was submitted for the shipping costs in the amount of \$1,875.00, which is due and payable to IAG; and

WHEREAS, the funding can be found in project no. GP2211.

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 International Armored Group, US, Inc. for the payment of shipping costs of \$1,875.00 associated with the purchase of the tactical rescue vehicle.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose including recreational and educational, 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 6th day of June, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

**INTERNATIONAL ARMORED GROUP US, INC.**5840 US HIGHWAY 1 SOUTH  
ST. AUGUSTINE, FL 32086**Invoice**

Date	Invoice #
4/26/2023	23-285

<b>Bill To</b>
CITY OF KINGSPORT FINANCE-ACCOUNTS PAYABLE 415 BROAD STREET KINGSPORT, TN 37660

<b>Ship To</b>
CITY OF KINGSPORT POLICE DEPARTMENT 200 SHELBY STREET KINGSPORT, TN 37660

P.O. Number	Terms	Via	F.O.B.
Y01721	Net 30	Third Party	St. Augustine

Description	VIN	Quantity	Price Each	Amount
Freight for Sentinel ARV PO Y01721	1FDUF5HT3LEE14145	1	1,875.00	1,875.00

<b>Total</b>	\$1,875.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,875.00

Phone #	Fax #	E-mail	Web Site
904 794 4304	904 794 9232	info@interarmored.com	www.interarmored.com

Item XII2.
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**AGENDA ACTION FORM**

**Consideration of a Resolution to Amend the Greater Kingsport Alliance for Development (GKAD) CDBG Demolition Contract Adding the Properties Located at 117/126 Tennessee Street**

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

Action Form No.: AF-148-2023  
Work Session: June 5, 2023  
First Reading: N/A  
Final Adoption: June 6, 2023  
Staff Work By: Michael Price  
Presentation By: Michael Price

**Recommendation:**  
Approve the Resolution to amend.

**Executive Summary:**  
Community Development staff seeks approval to amend the GKAD CDBG Contract from December 06, 2022. GKAD was awarded \$41,080 to demolish blighted properties at 735/737 Boone St and 113/122 Tennessee St. To date, \$24,658 has been spent leaving a balance of \$16,422. The agency seeks to add the properties located at 117 & 126 Tennessee Street to the contract and use the remaining balance for the demolition.

The agency will develop affordable single-family housing on the cleared properties, which is a requirement of using CDBG dollars to fund demolition.

- Attachments:**
- 1. Resolution
  - 2. Revised Application
  - 3. Revised Contract

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

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

A RESOLUTION APPROVING THE AMENDMENT OF A  
CONTRACT BETWEEN THE CITY OF KINGSPORT AND THE  
GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT

WHEREAS, the City of Kingsport entered into a contract with the Greater Kingsport Alliance for Development using CDBG funds for demolition of blighted properties as approved by Resolution No. 2023-020 on August 2, 2022. An amendment is necessary to add additional properties for demolition located at 117 and 126 Tennessee Street to the contract; and

WHEREAS, the funding for the project will neither increase nor decrease.

Now therefore,

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

SECTION I. That the amendment of the contract with the Greater Kingsport Alliance for Development is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, adding additional properties located at 117 and 126 Tennessee Street, and all documents necessary and proper and to effectuate the purpose of the agreement or 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 including recreational and educational, 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 6th day of June, 2023.

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PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

## City of Kingsport – Community Development Block Grant 2022-2023 Subrecipient Program Application

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### General Information

*Please review the questions listed below and provide accurate information.*

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**Organization/Agency Legal Name:** The Greater Kingsport Alliance for Development (GKAD)

**Organization/Agency Address:** 906 E Sevier Avenue, Kingsport, TN 37660

**Organization/Agency Phone Number:** 423-245-0135      **Website:** www.kingsporthousing.org

**Contact Person:** Emily Chase      **Contact Person Email:** emilychase@kingsporthousing.org

**Select Type of Organization:** 501( c)(3) Non-profit      **Is this a Faith Based Organization:** No

**Days/Hours of Operation:** Monday through Friday, 8:00 - 5:00

**Agency DUNS number:** 831732362      **Federal Tax ID number:** 58-1851079

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### Project Information

*Please review the questions listed below and provide accurate information.*

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**Project Title:** The Grove at Poplar Dale

**Project start date:** 8/1/2022      **Anticipated end date:** 6/30/2023

**Project Address(es), if different from agency address:** 735 and 737 Boone Street (duplex), 113 Tennessee Street, 122 Tennessee Street, 117 Tennessee Street, 126 Tennessee Street

**Please select a CDBG national objective:** Benefiting low & moderate income person

**Please select a performance objective:** Provide decent affordable housing

**Please select a performance outcome:** Affordability

**Please identify the anticipated number of clients to be served:** 126 families

**Will the project serve Individual Clients/Persons or Households:** Households

**Please select a Beneficiary Classification:** Family Size & Income

**If you selected *Presumed Benefit*, please select the item that describes the beneficiaries of the proposed service:** N/A

**Please select the applicable eligible activity that the project addresses:** 04 Clearance and Demolition  
**Other:** N/A

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## Funding Request

*Please review the questions listed below and provide accurate information.*

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**Please identify the project-funding category:** Clearance & Demolition

**How much total CDBG funding are you requesting in this application?** 40,000  
*(Please attach a detailed budget for the project)*

**What is the estimated total cost to complete proposed project?** 73,300

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## Agency Capacity & Experience

*Please review the questions listed below and provide brief but detailed and accurate information.*

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**1. Briefly describe your organization's history, mission, year established, and services provided.**

The Greater Kingsport Alliance for Development (GKAD) is a non-profit organization located in Kingsport, and created through the efforts of Kingsport Housing & Redevelopment Authority and private citizens. The purpose of the partnership is to provide a means for the public and private sector to cooperate in providing affordable housing to low-income families in Kingsport. Originally chartered in 1989 as the Housing Partnership of Kingsport, its name was changed to GKAD in 1999 to better reflect its mission for the development of affordable housing and services for low-income persons in Kingsport and the surrounding area. GKAD has a long and productive history of helping improve the quality and affordability of housing in Kingsport, in addition to a number of other initiatives aimed at supporting and serving low-income families and individuals. The agency works hand in hand with KHRA to provide high quality income-based housing.

**2. Who will be the person responsible for the overall oversight of the proposed project?**

Emily Chase

**3. Who will be the person(s) responsible for the day-to-day operations and management of your organization?**

Terry Cunningham

**4. Please describe your organization's experience and major accomplishments in providing services to LMI residents and/or communities.**

Since 1997, GKAD has owned Green Valley Manor, a 24-unit apartment complex for low-income individuals and families. GKAD has been the not-for-profit sponsor on three (3) affordable housing projects in Northeast Tennessee in recent years: Beason Well Apartments, a 76-unit affordable housing complex; Hidden Oaks Apartments, a 72-unit affordable housing complex; and George Washington School Senior Apartments, a 540unit affordable housing complex for low-income elderly and disabled. Additionally, GKAD owns multiple scattered-site single family rental homes that provide affordable housing to low-income families in Kingsport. And in November 2014, GKAD completed construction of two supportive living homes for six intellectually challenged adults who receive round-the-clock care through Frontier Health. These homes were constructed with the help of a 2012 Housing Trust Fund grant from THDA. In 2022 the agency opened it's third group home, providing housing for women with opioid use disorder. Also in 2022, the Alliance will renovate a single-family home funded by the Tennessee



Department of Mental Health. GKAD has successfully administered the Emergency Payment Program for the City of Kingsport's CDBG program. The agency also runs THDA's Emergency solutions grant. KHRA operates 419 units of LIHTC in Kingsport, and operates a Housing Choice Voucher program with a baseline of 1,575 vouchers in a six-county area of Northeast Tennessee. In addition, the agency manages the HOPWA grant and Continuum of Care grant in upper East Tennessee. KHRA also successfully operates the Family Self Sufficiency and Homeownership programs.

**5. Please describe your organization's overall experience managing Federal grants, particularly CDBG.**

Currently GKAD manages the following programs: 2021 City of Kingsport EPP-CDBG, 2021 THDA Emergency Solutions Grant, 2020 THDA Emergency Solutions Grant, 2021 Housing Opportunities for Persons with Aids (HOPWA), 2021 COC Grant for Chronically Homeless, 2016 National Housing Trust Fund, 2017 National Housing Trust Fund, 2020 Tennessee Cares Grant, 2022 Creating Homes Initiative. The agency has a prove track record of successfully administering grants to create and improve low income housing.

**6. Has your organization carried out or attempted this project before, with, or without the assistance of CDBG funds? If yes, what were the results of the project?**

Yes, the Greater Kingsport Alliance for Development has successfully purchased and demolished multiple blighted properties in the greater Kingsport area. The cleared land has been utilized to build three successful group homes. The programs house low-income persons with disabilities and substance abuse disorders.

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## **Applicant Risk Assessment**

*All applicants must complete this risk assessment. Please answer all questions. Failure to complete this risk assessment will result in your program not being funded.*

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### **MANAGEMENT SYSTEMS**

1. **Has your organization had any changes to key staff or positions in the past 12 months?**

Yes

**If yes, explain.**

Deputy Director Sam Edwards left the organization to take the Executive Director position at Johnson City Housing Authority in August 2022. Grants and Redevelopment Manager Michael Price left the organization to take the Community Planner position with the City of Kingsport in September 2022. The Deputy Director position has not been filled. Emily Chase has assumed the role of Grants and Redevelopment Manager.

2. **Has your organization had any changes to \*business systems in the past 12 months?**

No

**If yes, please explain.**

N/A

*\*A business system is a documented procedure that outlines how to do something in your organization to achieve your business goals.*

3. **Does your organization have policies and procedures for the following items?**

Procurement	Yes
Drug Free Workplace	Yes
Conflicts of Interest	Yes
Financial Management	Yes
Property/Equipment Management Disposition	Yes
Retention of Records of Policy	Yes
Civil Rights/Equal Opportunity/ Fair Housing	Yes

### **AUDIT REPORTS AND MONITORING**

4. **Did your organization expend \$750,000 or more in Federal grant funds in the previous fiscal year?**

Yes

5. **Has your organization had a Single Audit or other financial audit in the last 12 months?**

Yes

6. **Does your organization have an accounting system in place to segregate expenditures by funding source?**

Yes

7. **Does the accounting system produce a budget vs. expenditures report?**

Yes

8. **Does your organization maintain central files for grants, loans, or other types of financial assistance documentation and records?**

Yes

9. **Does your organization have a time and effort system that:**
- |   |     |
|---|-----|
| a) Records all time worked, including time not charged to awards?         | Yes |
| b) Records employee time specifically by cost objective/activity?         | Yes |
| c) Is signed off by the employee and a supervisor?                        | Yes |
| d) Complies with the established accounting policies of the organization? | Yes |

**PERFORMANCE HISTORY**

10. **Is your organization presently debarred or suspended by a Federal, State, or Local Agency? No**  
**If yes, please explain.**  
N/A
11. **Has your agency received CDBG funding from the City of Kingsport in the past two fiscal years?**  
Yes
12. **Has your agency received other federal funds in the past two fiscal years?** Yes
13. **Has your organization been defunded or had a reduction in a grant, loan, or other type of financial assistance in the past 12 months? No**  
**If yes, please explain.**  
N/A
14. **Does your organization obtain prior written approval from a funding agency when:**
- |   |     |
|---|-----|
| a) The scope or objective of the program/project changes? | Yes |
| b) A budget revision or adjustment is desired?            | Yes |
15. **Has your organization been subject to conditional approvals for a grant due to compliance issues? No**

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## **Project Narrative**

*Please review the questions listed below and provide brief but detailed and accurate information.*

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**1. In no less than one paragraph, please clearly describe the project your organization is proposing.**

The Greater Kingsport Alliance for Development seeks CDBG funding for blight elimination in the Downtown Kingsport area. The housing was built in the 1930's and 1940's and has met the end of their lifecycle. Rehabilitation of these properties would not be cost effective, and therefore should be demolished to create new housing opportunities. It is the intention of GKAD to partner with the Kingsport Housing and Redevelopment Authority in development of a new community named The Grove at Poplar Dale. Once complete, the Grove will house over 126 low-income families in newly constructed single-family homes, duplexes and apartments. The funding granted by CDBG is the opening stage for the development of new housing for low-income families. This proposal would result in the removal of hazardous buildings, as well as create the opportunity to build back new housing that is both modern and affordable to residents.

**2. Explain how this project is a new or expanded service.**

The project will open up a new property from which to develop new housing opportunities for low and very low income families.

**3. Does your organization use an intake form to track client information and collect demographic data such as race, income level, disability, age, etc.? If yes, please attach one copy of your intake form. If no, how is demographical data is collected?**

The Agency subscribes to ARCH's HMIS program for the tracking of homeless programs and resources. For housing we use KHRA's standard housing applicatin. Please see the attached application.

**4. What are your goals and measurable objectives for the project?**

The goals of the project are the elimination of blight and slum within the City of Kingsport. Objectives will be measured by the number of obsolete properties removed. Also, success will be seen in the number of new housing opportunities created for low and very low income households.

*Item XII.3.*



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## **Certifications Required of All Recipients of CDBG Funding**

*Every person or agency awarded a CDBG contract or grant by the City of Kingsport for the provision of services shall be required to certify to the City that they will comply with federal requirements including, but not limited to, those listed below. **The person authorized to sign CDBG agreements should initial each certification listed to indicate you or your agency can and will comply with these requirements if funded.***

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### **Lobbying Activities –**

#### **Initial TC**

Certify that no Federal appropriated funds have been paid or will be paid, by or on behalf of the agency, 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.

### **Minority Business Enterprise (MBE), Women’s Business Enterprise (WBE), Small Business Contracting**

#### **Initial TC**

Certify that it will comply with 24 CFR 85.369(E) to take all necessary affirmative steps to assure that minority firms, women business enterprises, and labor surplus area firms are used when possible. Further, certify that it will submit to City of Kingsport at the time of project completion a report of the MBE and WBE status of all subcontractors to be paid with CDBG funds with contracts of \$10,000 or greater, in a format that will be provided by the County.

### **Real Property**

#### **Initial TC**

Certify that it will comply with real property standards (24 CFR 570.505) applicable to any property within the owner’s control that is acquired or improved in whole or in part using CDBG funds in excess of \$25,000.

### **Religious Activities**

#### **Initial TC**

Certify and agree that funds provided to the agency will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### **Section 3**

#### **Initial TC**

Certify and agree to ensure compliance with Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low or very-low income residents in connection with projects and activities in their neighborhoods.

### **Section 504 of the Rehabilitation Act of 1973:**

#### **Initial TC**

Certify that it has read and understands all of its obligations under Section 504 to prohibit discrimination against persons with disabilities in the operation of programs receiving federal financial assistance.

## **Americans with Disabilities Act**

**Initial** TC

Certify that this agency has reviewed its projects, programs, and services for compliance with all applicable regulations contained in Title II, Americans with Disabilities Act of 1990.

## **Audits**

**Initial** TC

Agrees to have an annual audit conducted in accordance with current City of Kingsport policy regarding audits and 2 CFR 200.501, and shall comply with current City of Kingsport policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided through the grant.

## **Conflict of Interest**

**Initial** TC

Certify and agree that no covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activity, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. A "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the agency. (24 CFR 84.42, 24 CFR 570.611, and 2 CFR 200)

## **Civil Rights Act**

**Initial** TC

Certify that it complies with and prohibits discrimination in accordance with Title VI of the Civil Rights Act of 1964.

## **Debarred/Suspended Contractor**

**Initial** TC

Certify that, to the best of its knowledge and belief, that it and its principals will not knowingly enter into any subcontract with a person who is, or organization that is, debarred, suspended, proposed for debarment, or declared ineligible from award of contracts by any Federal agency.

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

## **Drug-Free Workplace**

**Initial** TC

Certify that it will provide a drug-free workplace.

## **Financial Management**

**Initial** TC

### **Accounting Standards:**

Agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

### **Cost Principles:**

Shall administer its program in conformance with 2 CFR 200.500.

### **Procurement Policies:**

Certify and agree to procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 and 2 CFR 200.

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**Designated Authorized Signatures**

*Please provide the information listed below to certify the designated individuals authorized to sign documents on the agency's behalf. This person is expected to sign all CDBG grant agreement, program reports, and reimbursement requests.*

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**ORGANIZATION:** The Greater Kingsport Alliance for Development

**PROJECT:** Demolition of Slum and Blight

**AUTHORIZED OFFICIAL TO SIGN CDBG AGREEMENTS, PROGRAM REPORTS, AND PAY REQUESTS:**

**NAME/TITLE (Print):** Emily Chase - Grants and Redevelopment Manager

**SIGNATURE:** Emily Chase

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**Certification**

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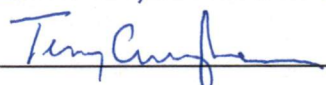
To the best of my knowledge, I certify that the information in this application is true and correct.

I, also acknowledge that any information contained in this application, which is found at any time to be deliberately falsified, will necessarily trigger certain consequences as follows:


(1) If falsified information is discovered during application process, then further consideration of the application will cease immediately;

(2) If falsified information is discovered during program year of approved funding, then all or part of program funds spent year-to-date will be repaid to the City of Kingsport.

**Agency/Organization Director:**

**Print Name:** TERRY CUNNINGHAM **Title:** EXECUTIVE DIRECTOR  
**Signature:**  **Date:** 3/15/2023

**Non-Profit Board Chairman:**

**Print Name:** SETH JERVIS **Title:** BOARD CHAIR  
**Signature:**  **Date:** 3/15/23

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## CDBG Application Checklist

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**Applicants should attach the following documentation:**

- Detailed project budget
- List of Board of Directors
- Organizational chart
- List of Program and/or key Volunteer Staff; provide a description of role in organization and past work experience
- Official documentation attesting to your non-profit status (if applicable)
- Your organization's most recently approved budget for program year 2022-2023

**Optional:**

- List any letters of support or additional documentation supplied

**If funded, applicants will be asked to provide additional information including but not limited to the following:**

- Copy of your organization's Articles of Incorporation and Bylaws
- Your organization's most recent audit (if it has one)
- Your organization's most recent 990 (if applicable)
- Your organization's most current financial statements



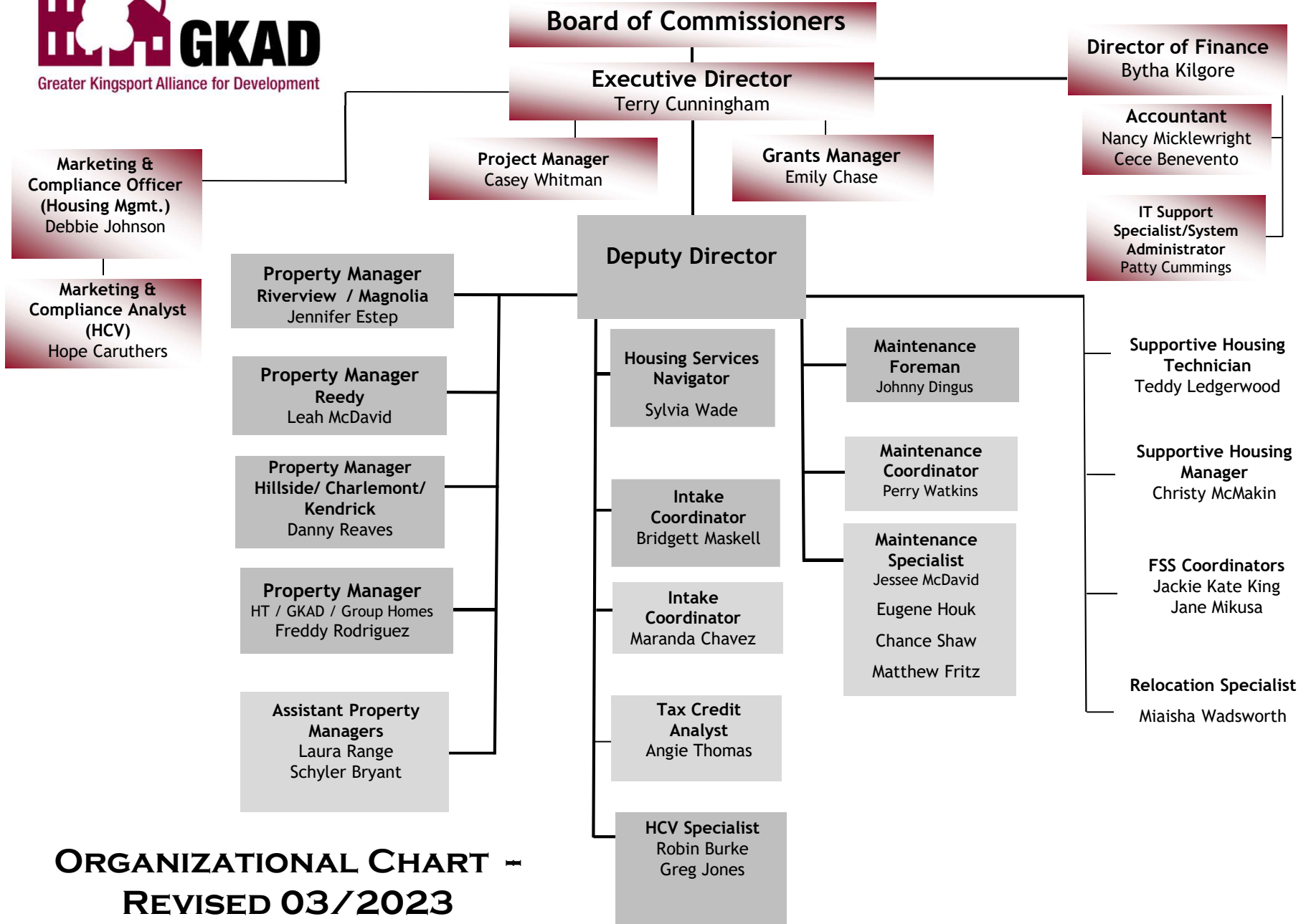
The Greater Kingsport Alliance for Development  
2022-2023 CDBG Demolition Budget

	Address:	Demolition Expense
1	126 Tennessee Street Kingsport, TN 37660	\$7,800
2	113 Tennessee St Kingsport, TN 37660	\$7,500.00
3	122 Tennessee St Kingsport, TN 37660	\$8,000.00
4	733 & 735 Tennessee St Kingsport, TN 37660	\$16,658.00
5	117 Tennessee St Kingsport, TN 37660	\$7,800
	Total Budget:	\$47,758.00

Demolition to include teardown of building, hauling off of debris, grading site back to level, and seeding of grass with straw. Any safety hazards will be removed and addressed on a case by case basis.

The Greater Kingsport Alliance for Development  
2022-2023 CDBG Demolition Budget

Board Member	Home Address	Race	Occupation	Primary Contribution	Length of Service	Income Range	Date term of service expires
Linda Calvert	PO Box 2084, 37662	African American	Vice President for Administration & Grant Development, Northeast State Community College	Personnel Chair, background in EEOC and hiring processes	18 years	\$0.00	2/28/2025
Esther Rodolphe	933 Larry Neil Way, Apt 8, 37660	African American	Business Owner, Sister's Cravings Juice Bar and Grill	Tenant board member, MBA, entrepreneurship	6 years	\$0.00	3/31/2024
Seth Jervis	1046 Wateree Street, 37660	Caucasian	Realtor, Century 21 Legacy	Real estate, acquisitions advice and purchases	5 years	\$0.00	2/28/2027
Tony Jennings	271 Old Cooks Valley Road, 37664	Caucasian	CFO, Burke IT	Accounting background, forensic accounting, financial statement review	14 years	\$0.00	2/28/2023
Greg Perdue	205 Lynnwood Court, 37664	Caucasian	Vice President, Commercial Banking, First Horizon Bank	Banking background, financial management	3 months	\$0.00	4/30/2024



**ORGANIZATIONAL CHART -  
REVISED 03/2023**

Item XII.3.



**906 East Sevier Avenue  
Kingsport, TN 37662-0044**

gkad.org  
Telephone (423) 245-0135 Fax (423) 392-2530  
TTY/TDD 423-246-2273 (Contact Concern)

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The Greater Kingsport Alliance for Development is governed by a five member board of directors. The Executive Director of the Kingsport Housing and Redevelopment Authority (KHRA), Terry Cunningham, serves as the Secretary for GKAD. Mr. Cunningham has been involved in the affordable housing industry for over 30 years.

GKAD staff also includes the following who are also employees of KHRA:

- Bytha Kilgore, Director of Finance – 12 years
- Emily Chase, Grants and Redevelopment Manager – 6 years
- Freddy Rodriguez-Honda, Property Manager – 5 years
- Hope Caruthers, Marketing and Compliance Analyst – 15 years
- Debbie Johnson, Marketing and Compliance Officer – 15 years



Greater Kingsport Alliance for Development shall not discriminate because of race, color, sex, religion, familial status, disability, handicap or national origin in the leasing, rental or other *Item XII3.* of housing.

**Internal Revenue Service****Date:** October 11, 2006

GREATER KINGSPORT ALLIANCE FOR  
DEVELOPMENT INC  
PO BOX 44  
KINGSPORT TN 37662-0044 440

**Department of the Treasury**  
**P. O. Box 2508**  
**Cincinnati, OH 45201**

**Person to Contact:**

MS. K. HILSON ID# 31-07340  
Customer Service Representative

**Toll Free Telephone Number:**  
877-829-5500

**Federal Identification Number:**  
58-1851079

Dear Sir:

This is in response to your request of October 11, 2006, regarding your organization's tax-exempt status.

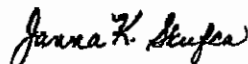
In October 1989 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE  
Customer Account Services



**GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT  
BUDGET WORKSHEET  
FOR FYE 03/31/2022**

				8/31/2020	3/31/2021	3/31/2022
				<u>YTD</u>	<u>Forecast</u>	<u>Budget</u>
<b><u>OPERATING REVENUE</u></b>						
400	0	311000	400 Dwelling Rent	72,212	173,029	292,620
400	0	313001	400 Late Fees Revenue	(50)	(75)	-
400	0	313002	400 Maint Fee Revenue	24	58	-
400	0	313003	400 Retro Rent Revenue	-	-	-
400	0	313004	400 NSF Check Revenue	-	-	-
400	0	313006	400 Court Costs Revenue	-	-	-
400	0	313010	400 Pet Fees Revenue	-	-	-
400	0	369000	400 Other Income	2,000	2,400	-
<b>TOTAL OPERATING REVENUE</b>				<b>74,186</b>	<b>175,412</b>	<b>292,620</b>

**OPERATING EXPENSES**

400	0	411000	400 Salaries-Admin	11,342	27,220	59,306
400	0	411010	400 Contract Labor-Temp	-	-	-
400	0	411100	400 Salaries-Admin O/T	24	58	-
400	0	413000	400 Legal Expense	2,563	6,150	6,500
400	0	414000	400 Staff Training/Workshop	-	-	-
400	0	415001	400 Travel-Local	-	-	-
400	0	417000	400 Accounting/Auditing Fees	4,450	10,680	11,000
400	0	417001	400 Management Fee	8,418	20,203	10,800
400	0	419001	400 Court Costs/Attorney Fees	-	-	-
400	0	419002	400 Collection Agent Fees	-	-	-
400	0	419003	400 Office Supplies	-	-	-
400	0	419004	400 Postage	-	-	-
400	0	419005	400 Publications	-	-	-
400	0	419006	400 Prof Memb Dues/Fees	-	-	-
400	0	419007	400 Telephone	441	1,058	1,000
400	0	419009	400 Sundry Other	2,795	6,708	1,151
400	0	419010	400 Answering Service	228	547	550
400	0	419011	400 Resident Reimbursement	3,627	8,706	300
400	0	419013	400 Office Equipment	-	-	-
400	0	419014	400 Credit Reports	-	-	-
400	0	419015	400 Meeting Expenses	-	-	-
400	0	419017	400 Phys Exam/Drug Screen	-	-	-
400	0	419022	400 Fingerprints	-	-	-
400	0	419025	400 Advertising	-	-	-
400	0	419027	400 Cell Phones	152	364	367
400	0	419029	400 Subscriptions	-	-	-
400	0	419051	400 Public Notice/Hearing Expense	-	-	-
400	0	419070	400 Contract-Software Lic	400	960	1,000
400	0	419071	400 Contract-IT Support Svc	1,433	3,440	4,000
400	0	451010	400 Insurance-WC	1	3	480
400	0	454001	400 OASD-Medicare Tax	783	1,879	4,538
400	0	454003	400 SUTA	-	-	160
400	0	454010	400 Retirement Exp	-	-	6,935
400	0	454020	400 Hosp Insurance	3,043	7,302	17,913

400 0	454030	400 DAC Expense	-	-	104
400 0	454035	400 Group Dis Ins Exp	-	-	712
400 0	454040	400 Group Life Ins Exp	-	-	445
400 0	457000	400 Collection Losses	-	-	-
400 0	490004	400 Fee for Service-IT	-	-	-
400 0	451030	400 Insurance-Prop & Liab	1,767	4,240	4,500
400 0	452000	400 Payments in Lieu of Taxes	2,106	5,055	5,000
400 0	459101	400 Property Mgmt Fee	-	-	-
400 0	459102	400 Bookkeeping Fee	-	-	-
400 0	459103	400 Asset Mgmt Fee	-	-	-
400 0	422001	400 Tenant Services-Misc	-	-	-
400 0	422003	400 Tenant Services-HUD	-	-	-
400 0	431000	400 Water	3,685	8,525	11,049
400 0	432000	400 Electricity	4,465	10,512	11,143
400 0	432002	400 Electricity-Outdoor Light	1,177	2,824	2,993
400 0	432003	400 Electricity-Community	-	-	-
400 0	432004	400 Electricity-Shop	-	-	-
400 0	433000	400 Natural Gas	-	-	-
400 0	411007	400 Salaries-Maint	-	-	23,449
400 0	411107	400 Salaries-Maint O/T	-	-	-
400 0	441000	400 Maint Labor	-	-	-
400 0	442000	400 Maint Materials	32	76	36,500
400 0	442001	400 Maint Material-Appliances	-	-	-
400 0	443000	400 Contract-Other	14,046	33,464	9,896
400 0	443001	400 Contract-Work Orders	21,785	50,925	2,312
400 0	443002	400 Contract-HVAC	452	1,084	11,789
400 0	443010	400 Contract-Office Cleaning	-	-	-
400 0	443015	400 Contract-Garbage	1,043	2,455	2,864
400 0	443016	400 Contract-Dumpster Run	-	-	-
400 0	443017	400 Landfill	-	-	-
400 0	443020	400 Contract-Pest Control	1,450	3,414	3,800
400 0	443021	400 Contract-Security	1,226	2,532	3,000
400 0	443025	400 Contract-Mowing	7,912	18,988	17,136
400 0	443025	400 Vacant Unit Turn	-	-	3,000
400 0	444000	400 Vehicle-Maint & Supplies	-	-	1,000
400 0	444001	400 Vehicle-Fuel	-	-	1,000
400 0	451011	400 Insurance-WC Maint	-	-	1,843
400 0	454004	400 OASD-Medicare Tax-Maint	-	-	1,794
400 0	454006	400 SUTA Maint	-	-	100
400 0	454011	400 Retirement Maint	-	-	2,741
400 0	454021	400 Hosp Insurance-Maint	-	-	7,941
400 0	454031	400 DAC Expense-Maint	-	-	41
400 0	454036	400 Group Dis Ins Exp-Maint	-	-	281
400 0	454041	400 Group Life Ins Exp-Maint	-	-	186
400 0	480100	400 Depreciation Exp	-	-	-

**TOTAL OPERATING EXPENSES**

**100,843      239,372      292,620**

**TOTAL NET INCOME/(LOSS)**

**(26,657)      (63,960)      0**

**Green Valley Manor  
BUDGET WORKSHEET  
FOR FYE 03/31/2022**

				8/31/2020	3/31/2021	3/31/2022
				<u>YTD</u>	<u>Forecast</u>	<u>Budget</u>
<b><u>OPERATING REVENUE</u></b>						
400	0	311000	400 Dwelling Rent	42,177	101,225	216,000
400	0	313001	400 Late Fees Revenue	-	-	-
400	0	313002	400 Maint Fee Revenue	24	58	-
400	0	313003	400 Retro Rent Revenue	-	-	-
400	0	313004	400 NSF Check Revenue	-	-	-
400	0	313006	400 Court Costs Revenue	-	-	-
400	0	313010	400 Pet Fees Revenue	-	-	-
400	0	369000	400 Other Income	-	-	-
<b>TOTAL OPERATING REVENUE</b>				<b>42,201</b>	<b>101,282</b>	<b>216,000</b>

**OPERATING EXPENSES**

400	0	411000	400 Salaries-Admin	11,342	27,220	59,306
400	0	411010	400 Contract Labor-Temp	-	-	-
400	0	411100	400 Salaries-Admin O/T	24	58	-
400	0	413000	400 Legal Expense	1,911	4,586	5,000
400	0	414000	400 Staff Training/Workshop	-	-	-
400	0	415001	400 Travel-Local	-	-	-
400	0	417000	400 Accounting/Auditing Fees	4,450	10,680	11,000
400	0	417001	400 Management Fee	8,418	20,203	10,800
400	0	419001	400 Court Costs/Attorney Fees	-	-	-
400	0	419002	400 Collection Agent Fees	-	-	-
400	0	419003	400 Office Supplies	-	-	-
400	0	419004	400 Postage	-	-	-
400	0	419005	400 Publications	-	-	-
400	0	419006	400 Prof Memb Dues/Fees	-	-	-
400	0	419007	400 Telephone	441	1,058	1,000
400	0	419009	400 Sundry Other	2,795	6,708	420
400	0	419010	400 Answering Service	228	547	550
400	0	419011	400 Resident Reimbursement	117	282	300
400	0	419013	400 Office Equipment	-	-	-
400	0	419014	400 Credit Reports	-	-	-
400	0	419015	400 Meeting Expenses	-	-	-
400	0	419017	400 Phys Exam/Drug Screen	-	-	-
400	0	419022	400 Fingerprints	-	-	-
400	0	419025	400 Advertising	-	-	-
400	0	419027	400 Cell Phones	152	364	367
400	0	419029	400 Subscriptions	-	-	-
400	0	419051	400 Public Notice/Hearing Expense	-	-	-
400	0	419070	400 Contract-Software Lic	400	960	1,000
400	0	419071	400 Contract-IT Support Svc	1,433	3,440	4,000
400	0	451010	400 Insurance-WC	1	3	480
400	0	454001	400 OASD-Medicare Tax	783	1,879	4,538
400	0	454003	400 SUTA	-	-	160
400	0	454010	400 Retirement Exp	-	-	6,935
400	0	454020	400 Hosp Insurance	3,043	7,302	17,913

400	0	454030	400 DAC Expense	-	-	104
400	0	454035	400 Group Dis Ins Exp	-	-	712
400	0	454040	400 Group Life Ins Exp	-	-	445
400	0	457000	400 Collection Losses	-	-	-
400	0	490004	400 Fee for Service-IT	-	-	-
400	0	451030	400 Insurance-Prop & Liab	1,767	4,240	4,500
400	0	452000	400 Payments in Lieu of Taxes	2,106	5,055	5,000
400	0	459101	400 Property Mgmt Fee	-	-	-
400	0	459102	400 Bookkeeping Fee	-	-	-
400	0	459103	400 Asset Mgmt Fee	-	-	-
400	0	422001	400 Tenant Services-Misc	-	-	-
400	0	422003	400 Tenant Services-HUD	-	-	-
400	0	431000	400 Water	2,056	4,933	5,229
400	0	432000	400 Electricity	2,701	6,482	6,871
400	0	432002	400 Electricity-Outdoor Light	1,177	2,824	2,993
400	0	432003	400 Electricity-Community	-	-	-
400	0	432004	400 Electricity-Shop	-	-	-
400	0	433000	400 Natural Gas	-	-	-
400	0	411007	400 Salaries-Maint	-	-	23,449
400	0	411107	400 Salaries-Maint O/T	-	-	-
400	0	441000	400 Maint Labor	-	-	-
400	0	442000	400 Maint Materials	32	76	10,000
400	0	442001	400 Maint Material-Appliances	-	-	-
400	0	443000	400 Contract-Other	3,551	8,523	1,000
400	0	443001	400 Contract-Work Orders	14,990	35,976	2,312
400	0	443002	400 Contract-HVAC	452	1,084	1,000
400	0	443010	400 Contract-Office Cleaning	-	-	-
400	0	443015	400 Contract-Garbage	720	1,728	2,000
400	0	443016	400 Contract-Dumpster Run	-	-	-
400	0	443017	400 Landfill	-	-	-
400	0	443020	400 Contract-Pest Control	550	1,320	1,500
400	0	443021	400 Contract-Security	884	2,122	2,500
400	0	443025	400 Contract-Mowing	-	-	2,688
400	0	443025	400 Vacant Unit Turn	-	-	3,000
400	0	444000	400 Vehicle-Maint & Supplies	-	-	1,000
400	0	444001	400 Vehicle-Fuel	-	-	1,000
400	0	451011	400 Insurance-WC Maint	-	-	1,843
400	0	454004	400 OASD-Medicare Tax-Maint	-	-	1,794
400	0	454006	400 SUTA Maint	-	-	100
400	0	454011	400 Retirement Maint	-	-	2,741
400	0	454021	400 Hosp Insurance-Maint	-	-	7,941
400	0	454031	400 DAC Expense-Maint	-	-	41
400	0	454036	400 Group Dis Ins Exp-Maint	-	-	281
400	0	454041	400 Group Life Ins Exp-Maint	-	-	186
400	0	480100	400 Depreciation Exp	-	-	-

**TOTAL OPERATING EXPENSES**

**66,523      159,654      216,000**

**TOTAL NET INCOME/(LOSS)**

**(24,322)      (58,372)      0**

Scattered Sites  
 BUDGET WORKSHEET  
 FOR FYE 03/31/2022

				8/31/2020	3/31/2021	3/31/2022
				<u>YTD</u>	<u>Forecast</u>	<u>Budget</u>
<u>OPERATING REVENUE</u>						
400	0	311000	402 Dwelling Rent	17,883	42,919	41,412
400	0	313001	402 Late Fees Revenue	(25)	(45)	-
400	0	313002	402 Maint Fee Revenue	-	-	-
400	0	313003	402 Retro Rent Revenue	-	-	-
400	0	313004	402 NSF Check Revenue	-	-	-
400	0	313006	402 Court Costs Revenue	-	-	-
400	0	313010	402 Pet Fees Revenue	-	-	-
400	0	369000	402 Other Income	2,000	2,400	-
<b>TOTAL OPERATING REVENUE</b>				<b>19,858</b>	<b>45,274</b>	<b>41,412</b>

OPERATING EXPENSES

400	0	411000	402 Salaries-Admin	-	-	-
400	0	411010	402 Contract Labor-Temp	-	-	-
400	0	411100	402 Salaries-Admin O/T	-	-	-
400	0	413000	402 Legal Expense	652	1,564	1,500
400	0	414000	402 Staff Training/Workshop	-	-	-
400	0	415001	402 Travel-Local	-	-	-
400	0	417000	402 Accounting/Auditing Fees	-	-	-
400	0	417001	402 Management Fee	-	-	-
400	0	419001	402 Court Costs/Attorney Fees	-	-	-
400	0	419002	402 Collection Agent Fees	-	-	-
400	0	419003	402 Office Supplies	-	-	-
400	0	419004	402 Postage	-	-	-
400	0	419005	402 Publications	-	-	-
400	0	419006	402 Prof Memb Dues/Fees	-	-	-
400	0	419007	402 Telephone	-	-	-
400	0	419009	402 Sundry Other	-	-	421
400	0	419010	402 Answering Service	-	-	-
400	0	419011	402 Resident Reimbursement	3,510	8,424	-
400	0	419013	402 Office Equipment	-	-	-
400	0	419014	402 Credit Reports	-	-	-
400	0	419015	402 Meeting Expenses	-	-	-
400	0	419017	402 Phys Exam/Drug Screen	-	-	-
400	0	419022	402 Fingerprints	-	-	-
400	0	419025	402 Advertising	-	-	-
400	0	419027	402 Cell Phones	-	-	-
400	0	419029	402 Subscriptions	-	-	-
400	0	419051	402 Public Notice/Hearing Expense	-	-	-
400	0	419070	402 Contract-Software Lic	-	-	-
400	0	419071	402 Contract-IT Support Svc	-	-	-
400	0	451010	402 Insurance-WC	-	-	-
400	0	454001	402 OASD-Medicare Tax	-	-	-
400	0	454003	402 SUTA	-	-	-
400	0	454010	402 Retirement Exp	-	-	-
400	0	454020	402 Hosp Insurance	-	-	-
400	0	454030	402 DAC Expense	-	-	-

400	0	454035	402 Group Dis Ins Exp	-	-	-
400	0	454040	402 Group Life Ins Exp	-	-	-
400	0	457000	402 Collection Losses	-	-	-
400	0	490004	402 Fee for Service-IT	-	-	-
400	0	451030	402 Insurance-Prop & Liab	-	-	-
400	0	452000	402 Payments in Lieu of Taxes	-	-	-
400	0	459101	402 Property Mgmt Fee	-	-	-
400	0	459102	402 Bookkeeping Fee	-	-	-
400	0	459103	402 Asset Mgmt Fee	-	-	-
400	0	422001	402 Tenant Services-Misc	-	-	-
400	0	422003	402 Tenant Services-HUD	-	-	-
400	0	431000	402 Water	771	1,850	3,915
400	0	432000	402 Electricity	-	-	-
400	0	432002	402 Electricity-Outdoor Light	-	-	-
400	0	432003	402 Electricity-Community	-	-	-
400	0	432004	402 Electricity-Shop	-	-	-
400	0	433000	402 Natural Gas	-	-	-
400	0	411007	402 Salaries-Maint	-	-	-
400	0	411107	402 Salaries-Maint O/T	-	-	-
400	0	441000	402 Maint Labor	-	-	-
400	0	442000	402 Maint Materials	-	-	15,000
400	0	442001	402 Maint Material-Appliances	-	-	-
400	0	443000	402 Contract-Other	9,516	22,839	4,896
400	0	443001	402 Contract-Work Orders	4,530	10,872	-
400	0	443002	402 Contract-HVAC	-	-	-
400	0	443010	402 Contract-Office Cleaning	-	-	-
400	0	443015	402 Contract-Garbage	203	487	576
400	0	443016	402 Contract-Dumpster Run	-	-	-
400	0	443017	402 Landfill	-	-	-
400	0	443020	402 Contract-Pest Control	790	1,896	2,000
400	0	443021	402 Contract-Security	-	-	-
400	0	443025	402 Contract-Mowing	7,474	17,937	13,104
400	0	443025	402 Vacant Unit Turn	-	-	-
400	0	444000	402 Vehicle-Maint & Supplies	-	-	-
400	0	444001	402 Vehicle-Fuel	-	-	-
400	0	451011	402 Insurance-WC Maint	-	-	-
400	0	454004	402 OASD-Medicare Tax-Maint	-	-	-
400	0	454006	402 SUTA Maint	-	-	-
400	0	454011	402 Retirement Maint	-	-	-
400	0	454021	402 Hosp Insurance-Maint	-	-	-
400	0	454031	402 DAC Expense-Maint	-	-	-
400	0	454036	402 Group Dis Ins Exp-Maint	-	-	-
400	0	454041	402 Group Life Ins Exp-Maint	-	-	-
400	0	471501	402 Vacancy Loss	-	-	-
400	0	480100	402 Depreciation Exp	-	-	-

TOTAL OPERATING EXPENSES

27,445

65,868

41,412

TOTAL NET INCOME/(LOSS)

(7,587)

(20,594)

0



**HTF Group Homes**  
**BUDGET WORKSHEET**  
**FOR FYE 03/31/2022**

	8/31/2020	3/31/2021	3/31/2022
	<u>YTD</u>	<u>Forecast</u>	<u>Budget</u>
<b><u>OPERATING REVENUE</u></b>			
400 0 311000 414 Dwelling Rent	11,919	28,606	31,608
400 0 313001 414 Late Fees Revenue	-	-	-
400 0 313002 414 Maint Fee Revenue	-	-	-
400 0 313003 414 Retro Rent Revenue	-	-	-
400 0 313004 414 NSF Check Revenue	-	-	-
400 0 313006 414 Court Costs Revenue	-	-	-
400 0 313010 414 Pet Fees Revenue	-	-	-
400 0 369000 414 Other Income	-	-	-
<b>TOTAL OPERATING REVENUE</b>	<b>11,919</b>	<b>28,606</b>	<b>31,608</b>

**OPERATING EXPENSES**

400 0 411000 414 Salaries-Admin	-	-	-
400 0 411010 414 Contract Labor-Temp	-	-	-
400 0 411100 414 Salaries-Admin O/T	-	-	-
400 0 413000 414 Legal Expense	-	-	-
400 0 414000 414 Staff Training/Workshop	-	-	-
400 0 415001 414 Travel-Local	-	-	-
400 0 417000 414 Accounting/Auditing Fees	-	-	-
400 0 417001 414 Management Fee	-	-	-
400 0 419001 414 Court Costs/Attorney Fees	-	-	-
400 0 419002 414 Collection Agent Fees	-	-	-
400 0 419003 414 Office Supplies	-	-	-
400 0 419004 414 Postage	-	-	-
400 0 419005 414 Publications	-	-	-
400 0 419006 414 Prof Memb Dues/Fees	-	-	-
400 0 419007 414 Telephone	-	-	-
400 0 419009 414 Sundry Other	-	-	310
400 0 419010 414 Answering Service	-	-	-
400 0 419011 414 Resident Reimbursement	-	-	-
400 0 419013 414 Office Equipment	-	-	-
400 0 419014 414 Credit Reports	-	-	-
400 0 419015 414 Meeting Expenses	-	-	-
400 0 419017 414 Phys Exam/Drug Screen	-	-	-
400 0 419022 414 Fingerprints	-	-	-
400 0 419025 414 Advertising	-	-	-
400 0 419027 414 Cell Phones	-	-	-

400 0 419029 414 Subscriptions	-	-	-
400 0 419051 414 Public Notice/Hearing Expense	-	-	-
400 0 419070 414 Contract-Software Lic	-	-	-
400 0 419071 414 Contract-IT Support Svc	-	-	-
400 0 451010 414 Insurance-WC	-	-	-
400 0 454001 414 OASD-Medicare Tax	-	-	-
400 0 454003 414 SUTA	-	-	-
400 0 454010 414 Retirement Exp	-	-	-
400 0 454020 414 Hosp Insurance	-	-	-
400 0 454030 414 DAC Expense	-	-	-
400 0 454035 414 Group Dis Ins Exp	-	-	-
400 0 454040 414 Group Life Ins Exp	-	-	-
400 0 457000 414 Collection Losses	-	-	-
400 0 490004 414 Fee for Service-IT	-	-	-
400 0 451030 414 Insurance-Prop & Liab	-	-	-
400 0 452000 414 Payments in Lieu of Taxes	-	-	-
400 0 459101 414 Property Mgmt Fee	-	-	-
400 0 459102 414 Bookkeeping Fee	-	-	-
400 0 459103 414 Asset Mgmt Fee	-	-	-
400 0 422001 414 Tenant Services-Misc	-	-	-
400 0 422003 414 Tenant Services-HUD	-	-	-
400 0 431000 414 Water	592	1,421	1,506
400 0 432000 414 Electricity	1,594	3,826	4,056
400 0 432002 414 Electricity-Outdoor Light	-	-	-
400 0 432003 414 Electricity-Community	-	-	-
400 0 432004 414 Electricity-Shop	-	-	-
400 0 433000 414 Natural Gas	-	-	-
400 0 411007 414 Salaries-Maint	-	-	-
400 0 411107 414 Salaries-Maint O/T	-	-	-
400 0 441000 414 Maint Labor	-	-	-
400 0 442000 414 Maint Materials	-	-	10,000
400 0 442001 414 Maint Material-Appliances	-	-	-
400 0 443000 414 Contract-Other	774	1,858	4,000
400 0 443001 414 Contract-Work Orders	1,133	2,718	-
400 0 443002 414 Contract-HVAC	-	-	10,000
400 0 443010 414 Contract-Office Cleaning	-	-	-
400 0 443015 414 Contract-Garbage	80	192	192
400 0 443016 414 Contract-Dumpster Run	-	-	-
400 0 443017 414 Landfill	-	-	-
400 0 443020 414 Contract-Pest Control	55	132	200
400 0 443021 414 Contract-Security	-	-	-
400 0 443025 414 Contract-Mowing	438	1,051	1,344
400 0 443027 414 Vacant Unit Turn	-	-	-
400 0 444000 414 Vehicle-Maint & Supplies	-	-	-
400 0 444001 414 Vehicle-Fuel	-	-	-
400 0 451011 414 Insurance-WC Maint	-	-	-
400 0 454004 414 OASD-Medicare Tax-Maint	-	-	-

400 0 454006 414 SUTA Maint	-	-	-
400 0 454011 414 Retirement Maint	-	-	-
400 0 454021 414 Hosp Insurance-Maint	-	-	-
400 0 454031 414 DAC Expense-Maint	-	-	-
400 0 454036 414 Group Dis Ins Exp-Maint	-	-	-
400 0 454041 414 Group Life Ins Exp-Maint	-	-	-
400 0 471501 414 Vacancy Loss	-	-	-
400 0 480100 414 Depreciation Exp	-	-	-

<b>TOTAL OPERATING EXPENSES</b>	<b>4,666</b>	<b>11,197</b>	<b>31,608</b>
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<b>TOTAL NET INCOME/(LOSS)</b>	<b>7,253</b>	<b>17,408</b>	<b>0</b>
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**Tennessee Street Properties**  
**BUDGET WORKSHEET**  
**FOR FYE 03/31/2022**

	8/31/2020	3/31/2021	3/31/2022
	<u>YTD</u>	<u>Forecast</u>	<u>Budget</u>
<b><u>OPERATING REVENUE</u></b>			
400 0 311000 416 Dwelling Rent	233	280	3,600
400 0 313001 416 Late Fees Revenue	(25)	(30)	-
400 0 313002 416 Maint Fee Revenue	-	-	-
400 0 313003 416 Retro Rent Revenue	-	-	-
400 0 313004 416 NSF Check Revenue	-	-	-
400 0 313006 416 Court Costs Revenue	-	-	-
400 0 313010 416 Pet Fees Revenue	-	-	-
400 0 369000 416 Other Income	-	-	-
<b>TOTAL OPERATING REVENUE</b>	<b>208</b>	<b>250</b>	<b>3,600</b>

**OPERATING EXPENSES**

400 0 411000 416 Salaries-Admin	-	-	-
400 0 411010 416 Contract Labor-Temp	-	-	-
400 0 411100 416 Salaries-Admin O/T	-	-	-
400 0 413000 416 Legal Expense	-	-	-
400 0 414000 416 Staff Training/Workshop	-	-	-
400 0 415001 416 Travel-Local	-	-	-
400 0 417000 416 Accounting/Auditing Fees	-	-	-
400 0 417001 416 Management Fee	-	-	-
400 0 419001 416 Court Costs/Attorney Fees	-	-	-
400 0 419002 416 Collection Agent Fees	-	-	-
400 0 419003 416 Office Supplies	-	-	-
400 0 419004 416 Postage	-	-	-
400 0 419005 416 Publications	-	-	-
400 0 419006 416 Prof Memb Dues/Fees	-	-	-
400 0 419007 416 Telephone	-	-	-
400 0 419009 416 Sundry Other	-	-	-
400 0 419010 416 Answering Service	-	-	-
400 0 419011 416 Resident Reimbursement	-	-	-
400 0 419013 416 Office Equipment	-	-	-
400 0 419014 416 Credit Reports	-	-	-
400 0 419015 416 Meeting Expenses	-	-	-
400 0 419017 416 Phys Exam/Drug Screen	-	-	-
400 0 419022 416 Fingerprints	-	-	-
400 0 419025 416 Advertising	-	-	-
400 0 419027 416 Cell Phones	-	-	-

400 0 419029 416 Subscriptions	-	-	-
400 0 419051 416 Public Notice/Hearing Expense	-	-	-
400 0 419070 416 Contract-Software Lic	-	-	-
400 0 419071 416 Contract-IT Support Svc	-	-	-
400 0 451010 416 Insurance-WC	-	-	-
400 0 454001 416 OASD-Medicare Tax	-	-	-
400 0 454003 416 SUTA	-	-	-
400 0 454010 416 Retirement Exp	-	-	-
400 0 454020 416 Hosp Insurance	-	-	-
400 0 454030 416 DAC Expense	-	-	-
400 0 454035 416 Group Dis Ins Exp	-	-	-
400 0 454040 416 Group Life Ins Exp	-	-	-
400 0 457000 416 Collection Losses	-	-	-
400 0 490004 416 Fee for Service-IT	-	-	-
400 0 451030 416 Insurance-Prop & Liab	-	-	-
400 0 452000 416 Payments in Lieu of Taxes	-	-	-
400 0 459101 416 Property Mgmt Fee	-	-	-
400 0 459102 416 Bookkeeping Fee	-	-	-
400 0 459103 416 Asset Mgmt Fee	-	-	-
400 0 422001 416 Tenant Services-Misc	-	-	-
400 0 422003 416 Tenant Services-HUD	-	-	-
400 0 431000 416 Water	267	320	399
400 0 432000 416 Electricity	170	204	216
400 0 432002 416 Electricity-Outdoor Light	-	-	-
400 0 432003 416 Electricity-Community	-	-	-
400 0 432004 416 Electricity-Shop	-	-	-
400 0 433000 416 Natural Gas	-	-	-
400 0 411007 416 Salaries-Maint	-	-	-
400 0 411107 416 Salaries-Maint O/T	-	-	-
400 0 441000 416 Maint Labor	-	-	-
400 0 442000 416 Maint Materials	-	-	1,500
400 0 442001 416 Maint Material-Appliances	-	-	-
400 0 443000 416 Contract-Other	204	245	-
400 0 443001 416 Contract-Work Orders	1,133	1,359	-
400 0 443002 416 Contract-HVAC	-	-	789
400 0 443010 416 Contract-Office Cleaning	-	-	-
400 0 443015 416 Contract-Garbage Pickup	40	48	96
400 0 443016 416 Contract-Dumpster Run	-	-	-
400 0 443017 416 Landfill	-	-	-
400 0 443020 416 Contract-Pest Control	55	66	100
400 0 443021 416 Contract-Security	342	410	500
400 0 443025 416 Contract-Mowing	-	-	-
400 0 443027 416 Vacant Unit Turn	-	-	-
400 0 444000 416 Vehicle-Maint & Supplies	-	-	-
400 0 444001 416 Vehicle-Fuel	-	-	-
400 0 451011 416 Insurance-WC Maint	-	-	-
400 0 454004 416 OASD-Medicare Tax-Maint	-	-	-

400 0 454006 416 SUTA Maint	-	-	-
400 0 454011 416 Retirement Maint	-	-	-
400 0 454021 416 Hosp Insurance-Maint	-	-	-
400 0 454031 416 DAC Expense-Maint	-	-	-
400 0 454036 416 Group Dis Ins Exp-Maint	-	-	-
400 0 454041 416 Group Life Ins Exp-Maint	-	-	-
400 0 471501 416 Vacancy Loss	-	-	-
400 0 480100 416 Depreciation Exp	-	-	-

<b>TOTAL OPERATING EXPENSES</b>	<b>2,210</b>	<b>2,652</b>	<b>3,600</b>
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<b>TOTAL NET INCOME/(LOSS)</b>	<b>(2,002)</b>	<b>(2,402)</b>	<b>(0)</b>
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**GKAD Narrative**

**GREEN VALLEY MANOR**

Rent Budget Calaculated at full occupancy

24 units @ 750.00 per month for 12 months

12 Months            18,000.00    216,000.00

Water

\$4,933.00 x 6% increase = 295.98 per year for a total of \$5,228.98

Electric

GVM only pays electric on vacated units all other are tenant paid.

\$6,482.00 x 6% increase = 388.92 per year for a total of \$6,870.92

Outdoor Lighting

\$1,672.00 x 6% increase = 169.44 per year for a total of \$2,993.44

Pest Control

370.00/month            4,440.00

Cell Phone

\$30.58/mo                    366.96

**SCATTERED SITES**

Rent budget calculated at full occupancy

6 homes @ \$3,451.00/month

12 Months            41,412.00

Water

\$3,693.00 x 6% increase = 221.58 per year for a total of \$3,914.58

Electric - Tenant Paid

Garbage

6 homes @ 8.00/ home =48.00/month

12 months                    576.00

**HOUSING TRUST FUND GROUP HOMES**



# Frontier Health

CENTER OF TRI-CITIES BUSINESS PARK  
1167 SPRATLIN PARK DRIVE  
P.O. BOX 9054  
GRAY, TN 37615  
Phone: 423-467-3600  
Fax: 423-467-3710  
1-888-291-1935  
[www.frontierhealth.org](http://www.frontierhealth.org)

June 6, 2022

Jessica McMurray  
City of Kingsport Community Development  
415 Broad Street, 2<sup>nd</sup> Floor  
Kingsport, TN 37660

Dear Mrs. McMurray,

On behalf of Frontier Health, I am pleased to submit this correspondence in whole-hearted support of the Greater Kingsport Alliance's application for funding of the Community Development Block grant. Frontier Health is willing to collaborate in this important work to ensure the project's success. Frontier Health provides supportive behavioral services to qualifying individuals in the region and has partnered with Greater Kingsport Alliance Development on several occasions to develop low income housing to support the individuals we serve.

The demolition of blighted properties in the Greater Kingsport District will lead the way to new growth and innovation in low income housing. Once demolition is complete, this project will provide the opportunity to create new affordable housing units which will provide housing opportunities for individuals diagnosed with substance abuse disorder, mental illness, as well as other low-income families. Frontier Health supports GKAD's mission to provide successful housing placements to meet individual needs, avoiding hospitalization, and generally improving quality of life and independence.

We support GKAD's application for funding and look forward to working with you on this important initiative.

Respectfully submitted,

Kristie Hammonds  
President\CEO  
[khammond@frontierhealth.org](mailto:khammond@frontierhealth.org)  
P.O. Box 9054  
Johnson City, TN 37615  
423-467-3702



Jessica McMurray

City of Kingsport Community Development  
415 Broad Street, 2<sup>nd</sup> Floor  
Kingsport, TN 37660

Dear Mrs. McMurray,

As Region 1 Regional Housing Facilitator, Stephanie Bullock and Region 1 Substance Use Housing Facilitator, Wendy Ramsey, we are pleased to submit this correspondence in whole-hearted support of the Greater Kingsport Alliance's application for funding of the Community Development Block grant and will collaborate in this important work to ensure the project's success.

The demolition of blighted properties in the Greater Kingsport District will lead the way to new growth and innovation in low income housing.

Frontier Health provides supportive behavioral services to qualifying individuals in the region. As regional housing facilitators, the agency has firsthand experience in developing low income housing with GKAD. Once the blighted properties are cleared, we will pursue grant funding to build additional housing units for low income families. The new housing will help people with substance abuse disorder, re-entry, mental health needs, homeless, and incomes below 80% of the area median income. Our hope is that successful housing placements will meet the individual's need, help avoid hospitalization, and generally improve their quality of life and independence.

We support GKAD's application for funding and look forward to working with you on this important initiative.

Thank you,

Stephanie Bullock,  
Creating Homes Initiative / Frontier Health  
Region 1 Regional Housing Facilitator

Wendy Ramsey  
Creating Homes Initiative / Frontier Health  
Region 1 Substance Use Housing Facilitator

**GRANT CONTRACT  
BETWEEN THE CITY OF KINGSPORT, TENNESSEE  
AND  
Greater Kingsport Alliance for Development**

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the “City” and **Greater Kingsport Alliance for Development (GKAD)** 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: 906 E. Sevier Ave Kingsport, TN 37660**  
**Operating Agency’s Unique Entity ID: DVLTHFW4DKM1**

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Operating Agency shall provide all services and deliverables (“Scope”) as required, described, and detailed in this Grant contract.
- A.2. To provide and operate public service activities to low and moderate income individuals and families within the city limits of Kingsport as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, AND ATTACHMENT C: BUDGET.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Operating Agency’s duties, responsibilities, and performance hereunder, these terms shall govern or order of precedence below:
  - a. Title 24 Code of Federal Regulations, Part 570 and Part 91, of the Community Development Block Grant Program authorized by Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et.seq.), as amended (the “Federal CDBG Regulations”).
  - b. The United States Department of Housing and Urban Development CDBG Desk Guide for Program and Eligibility Policies and Procedures.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D, is incorporated in this Grant Contract.
- A.5. To comply with the Eligible Activity Requirements of 24 CFR 570, Subpart C, and Part 91 as applicable in accordance with the type of project assisted.
- A.6. To maintain records adequate to document compliance with 24 CFR 570, along with such other records the City and HUD determines necessary to enable the City and HUD to fulfill its responsibilities in the CDBG Program. All records will be retained for a five (5) 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 **December 1, 2022** (“Effective Date”) and extend for a period of twelve (12) months after the Effective Date to **November 30, 2023** (“Term”). The City shall have no obligation for goods or services provided by the Operating Agency prior to the Effective Date or extending beyond the close of the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the City under this Grant Contract exceed **Forty one thousand eighty DOLLARS (\$41,080.00)** (“Maximum Liability”). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Operating Agency under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Operating Agency.
- C.2. Compensation Firm. The Maximum Liability of the City is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Operating Agency shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Operating Agency shall submit invoices, in form and substance acceptable to the City, with all necessary supporting documentation, prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Operating Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “City Comprehensive Travel Regulations”, as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Operating Agency shall invoice the City based on an approved payment schedule, using the forms and all necessary supporting documentation specified by the HUD CDBG Requirements, and present such to:

City of Kingsport  
Office of Housing and Community Development  
415 Broad Street, Kingsport, Tennessee 37660  
Attention: Michael Price

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line item amount(s) detailed. Any change in Grant Budget line items shall require an amendment to the Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Operating Agency shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the City.
- a. If total disbursements by the City pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Operating Agency shall refund the difference to the City. The Operating Agency shall submit said refund with the final grant disbursement reconciliation report.

- b. The City shall not be responsible for the payment of any invoice submitted to the City after the grant disbursement reconciliation report. The City will not deem any Operating Agency costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the City, and such invoices will NOT be paid.
  - c. The Operating Agency's failure to provide a final grant disbursement reconciliation report to the City as required shall result in the Operating Agency being deemed ineligible for reimbursement under this Grant Contract, and the Operating Agency shall be required to refund any and all payments by the city pursuant to this Grant Contract.
  - d. The Operating Agency must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Operating Agency request reimbursement for indirect costs, the Operating Agency must submit to the City a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Operating Agency will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Operating Agency makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Operating Agency agrees to remit any overpayment of funds to the City, and subject to the availability of funds the City agrees to remit any underpayment to the Operating Agency.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of City of Kingsport Departments of Finance and Administration Policies or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the City shall not prejudice the City's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the City shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Operating Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. City's Right to Set Off. The City reserves the right to deduct from amounts that are or shall become due and payable to the Operating Agency under this Grant Contract or any other contract between the Operating Agency and the City of Kingsport under which the Operating Agency has a right to receive payment from the City.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The City is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Kingsport and Tennessee laws and regulations.



- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Kingsport and Tennessee laws and regulations.
- D.3 Termination for Convenience. The City may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the City. The City shall give the Operating Agency at least thirty (30) days written notice before the effective termination date. The Operating Agency shall be entitled to compensation for authorized expenditures and satisfactory services, in compliance with Federal CDBG Regulations, completed as of the termination date, but in no event shall the City be liable to the Operating Agency for compensation for any service that has not been rendered. The final decision as to the amount for which the City is liable shall be determined by the City. The Operating Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the City's exercise of its right to terminate for convenience.
- D.4 Termination for Cause. If the Operating Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Operating Agency violates any terms of this Grant Contract ("Breach Condition"), the City shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Operating Agency shall not be relieved of liability to the City for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed at law or in equity for breach of this Grant Contract. Upon such termination, the Operating Agency shall have no claim to any CDBG funds remaining under this Grant Contract.
- D.5. Subcontracting. The Operating Agency shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the City. If such subcontracts are approved by the City, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest", "Lobbying", "Nondiscrimination", "Public Accountability", "Public Notice", and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Operating Agency shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Operating Agency warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the City of Kingsport as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Operating Agency in connection with any work contemplated or performed relative to this Grant Contract.

The Operating Agency acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Operating Agency is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development or if the Operating Agency is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development.

- D.7. Lobbying. The Operating Agency certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Operating Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The City:

City of Kingsport Office of Housing and Community Development  
ATTN: Michael Price  
415 Broad Street, Kingsport, Tennessee 37660  
Telephone 423-224-2877  
Email [michaelprice@kingsporttn.gov](mailto:michaelprice@kingsporttn.gov)

City of Kingsport Legal Office  
ATTN: City Attorney  
415 Broad Street, Kingsport, TN 37660  
Telephone: 423-229-9464  
Email: [BartRowlett@KingsportTN.gov](mailto:BartRowlett@KingsportTN.gov)

The Operating Agency:

**The Greater Kingsport Alliance for Development (GKAD)**  
ATTN: Executive Director  
906 E, Sevier Ave  
Kingsport, TN 37660  
Telephone: 423-245-0135  
Email: [Terrycunningham@kingsporthousing.org](mailto:Terrycunningham@kingsporthousing.org)

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Grant Contract upon written notice to the Operating Agency. The City's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the City. Upon receipt of the written notice, the Operating Agency shall cease all work associated with the Grant Contract. Should such an event occur, the Operating Agency shall be entitled to

compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Operating Agency shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Operating Agency agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Operating Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Operating Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The City and the Operating Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.

a. The Operating Agency warrants to the City that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Operating Agency warrants that it will cooperate with the City, including cooperation and coordination with City privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The City and the Operating Agency will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the City and the Operating Agency in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Operating Agency will indemnify the City and hold it harmless for any violation by the Operating Agency or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the City because of the violation.

D.12. Public Accountability. If the Operating Agency is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Operating Agency on behalf of the City, the Operating Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Operating Agency shall also display in a prominent place, located near the passageway through which public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") inches in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the City. The City shall obtain copies of the sign from HUD, and upon request from the Operating Agency, provide Operating Agency with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Operating Agency in relation to this Grant Contract shall include the statement, "This project is funded under an agreement with the City of Kingsport and the U.S. Department of Housing and Urban Development." All notices by the Operating Agency in relation to this Grant Contract shall be approved by the City.
- D.14. Licensure. The Operating Agency and its employees and all sub-Operating Agencies shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Operating Agency and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Operating Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Operating Agency shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Operating Agency shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Operating Agency shall incorporate any additional Tennessee Comptroller of the Treasury directives into its internal control system.

- D.16. Monitoring. The Operating Agency's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.
- D.17. Progress Reports. The Operating Agency shall submit brief, periodic, progress reports to the City as requested.
- D.18. Reports. The Operating Agency shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Operating Agency shall submit one (1) program report per quarter and within one (1) month of the conclusion of the Term, a CDBG annual report to the City.
- D.19. Audit Reports. For purpose of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Operating Agency shall provide audited financial statements to the City of Kingsport if during the Operating Agency's fiscal year, the Operating Agency (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the City is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Operating Agency shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Operating Agency is subject to an audit. The Operating Agency should submit only one, completed document during the Operating Agency's fiscal year. Any Operating Agency that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Operating Agency is subject to an audit, Operating Agency shall obtain the Tennessee Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Operating Agency may contact the Tennessee Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Operating Agency and the Auditor shall be on a contract form prescribed by the Comptroller. The Operating Agency shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Operating Agency shall be subject to the provision relating to such fees contained within the Grant Contract. The Operating Agency shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Operating Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Operating Agency is a subrecipient, the Operating Agency shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Operating Agency shall obtain prior approval from the City before purchasing any equipment under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint ventures, or associates of one another in the performance of this Grant Contract. The parties

acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Operating Agency, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Operating Agency's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. City Liability. The City shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Operating Agency's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under this Grant Contract. Operating Agency will promptly notify the City of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the City within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Operating Agency's performance longer than forty-eight (48) hours, the City may, upon notice to Operating Agency: (a) cease payment of the fees until Operating Agency resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Operating Agency will not increase its charges under this Grant Contract or charge the City any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Operating Agency shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. City Interest in Equipment or Motor Vehicles. The Operating Agency shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the City's, equitable interest therein, to the extent of its *pro rata* share, based upon, the City's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars (\$5,000). The term "motor vehicle" shall include any article of tangible



personal property that is required to be registered under the “Tennessee Motor Vehicle Title and Registration Law”, Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the “Tennessee Motor Vehicle Title and Registration Law,” Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest in favor of the City in the equipment or motor vehicles acquired by the Operating Agency pursuant to the provisions of this program’s prior year Grant contracts between the City, and the Operating Agency.

The Operating Agency grants the City a security interest in all equipment or motor vehicles acquired in whole or in part by the Operating Agency under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Operating Agency hereby grants the City a security interest in said equipment or motor vehicles. The Operating Agency agrees that the City may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Operating Agency agrees to execute and deliver to the City, upon the City’s request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as the City may require to perfect a security interest with respect to said equipment or motor vehicles. The Operating Agency shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the City may reasonably require. Without the prior written consent of the City, the Operating Agency shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Operating Agency’s breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract. The City shall have the remedies of a secured party under the Uniform Commercial Code and, at the City’s option, may also invoke the remedies herein provided.

The Operating Agency agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant contract. The Operating Agency shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer’s serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Operating Agency’s operations where the equipment or motor vehicles is used;

- h. Condition of the property or disposition date if Operating Agency no longer has possession;
  - i. Depreciation method, if applicable; and
  - j. Monthly depreciation amount, if applicable.
  - k. The Operating Agency shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Operating Agency shall inventory equipment or motor vehicles annually. The Operating Agency must compare the results of the inventory with the inventory control report and investigate any differences. The Operating Agency must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.
  - l. The Operating Agency shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the City. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Operating Agency shall notify the City, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Operating Agency shall be responsible to the City for the *pro rata* amount of the residual value at the time of loss based upon the City's original contribution to the purchase price.
  - m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Operating Agency shall request written approval from the City for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.
- D.28. City, State and Federal Compliance. The Operating Agency shall comply with all applicable city, state, and federal laws, ordinances, rules and regulations in performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Operating Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Operating Agency acknowledges and agrees that any rights or claims against the City of Kingsport or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. § 29-20-101 *et seq.* and the sovereign immunity the city has through the State of Tennessee.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be

affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

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

- E.2. Debarment and Suspension. The Operating Agency certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- 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. Work Papers Subject to Review. The Operating Agency shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the City, the U. S. Department of Housing and Urban Development, or their respective representatives upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

- E.4 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Children's Act for Clean Indoor Air of 1995", Tenn. Code Ann. §§ 39-17-1601 through 1606, the Operating Agency shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Operating Agency shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be a part of any subcontract related to this Grant Contract.

- E.5. Hold Harmless. To the extent permitted by State law, the Operating Agency agrees to indemnify and hold harmless the City of Kingsport, the U. S. Department of Housing and Urban Development, as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Operating Agency, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Operating Agency further agrees it shall be liable for the reasonable cost of attorneys and court costs for the City, the U. S. Department of Housing and Urban Development to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the City, the U. S. Department of Housing and Urban Development to give notice shall only relieve the Operating Agency of its obligations under this Section to the extent that the Operating Agency can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Operating Agency, through its attorney(s), the right to represent the City of Kingsport, the U. S. Department of Housing and Urban Development in any legal matter, as the right to represent the City and the State is governed by Tenn. Code Ann. § 8-6-106.

- E.6. Federal Funding Accountability and Transparency Act (“FFATA”). This Grant requires the Operating Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Operating Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Operating Agency provides information to the City as required. The Operating Agency shall comply with the following:

a. Reporting of Total Compensation of the Operating Agency’s Executives.

- (1) The Operating Agency shall report the names and total compensation of each of its five (5) most highly compensated executives for the Operating Agency’s preceding completed fiscal year, if in the Operating Agency’s preceding fiscal year it received:

- i. 80 percent or more of the Operating Agency’s annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross annual revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 170.315. “Executive” means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Operating Agency's preceding fiscal year and includes the following (for information see 17 § CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings or deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites of property) for the executive exceeds \$10,000.
- b. The Operating Agency must report executive total compensation described above to the City by the end of the month during which this Grant Contract is fully executed.
- c. If this Grant Contract is amended to extend the Term, the Operating Agency must submit an executive total compensation report to the City by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Operating Agency will obtain a Data Universal Numbering System ("DUNS") number and maintain its DUNS number for the terms of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Operating Agency's failure to comply with the above requirements is a material breach of this Grant Contract for which the City may terminate this Grant Contract for cause. The City will not be obligated to pay any outstanding invoice received from the Operating Agency unless and until the Operating Agency is in full compliance with the above requirements.

- E.7. Training. The Operating Agency agrees to attend all training sessions regarding management of the CDBG Program which are scheduled by the City and HUD.
- E.8. CDBG Program Requirements. Under this Grant Contract, Operating Agency is receiving an allocation or grant of Community Development Block Grant Program funds. The Operating Agency understands these funds are made available through the U.S. Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Operating Agency agrees and certifies to comply with all applicable HUD requirements. Without limitations, Operating Agency specifically agrees and certifies as to the following:

- a. The Operating Agency will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.
  - b. The Operating Agency will comply with other applicable Federal requirements in 24 CFR, Part 570 and Part 91, as follows:
    - 1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
    - 2. 24 CFR 570 Subpart A, General Provisions;
    - 3. 24 CFR 570 Subpart C, Eligible Activities;
    - 4. 24 CFR 570 Subpart J, Grant Administration;
    - 5. 24 CFR 570 Subpart K, Other Program Requirements;
    - 6. 24 CFR 570 Subpart O, Performance Reviews;
    - 7. Title VI and Executive Order 13166 Affirmative Outreach
  - c. If the Operating Agency is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.
  - d. The Operating Agency will comply with the uniform administrative requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.
  - e. The Operating Agency will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.
  - f. The Operating Agency will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.
  - g. The Operating Agency will use CDBG funds pursuant to its or the City's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 570 and Part 91.
  - h. The Operating Agency will maintain adequate documentation to determine eligibility of persons served by the CDBG program.
  - i. The Operating Agency will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.
- E.9. Drug Free Workplace. The Operating Agency will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited



in the Operating Agency's workplace and specifying the action that will be taken against employees for violation of such prohibition;

- b. Establishing an ongoing drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The Operating Agency's policy of maintaining a drug-free workplace;
    - 3. Any drug counseling, rehabilitation and employee assistance programs; and
    - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of this Grant Contract be given a copy of the statement required by Paragraph E.10. (a);
  - d. Notifying the employee in the statement required by Paragraph E.10(a) that, as a condition of employment under this Grant Contract, the employee will:
    - 1. Abide by the terms of the statement; and
    - 2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e. Notifying the City in writing, within ten calendar days after receiving notice under Paragraph E.10(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E.10(d)(2), with respect to any employee who is so convicted:
    - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
    - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E.10 (a), (b), (c), (d), (e) and (f).
- E.10. Corrective Action. If the City takes any corrective or remedial action as outlined in 24 CFR § 570.910 that is the result of any action taken by the Operating Agency, the Operating Agency will take any action required by the City to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying CDBG funds to the City.

**IN WITNESS WHEREOF**, the parties have by their duly authorized representatives set out their signatures.

**CITY OF KINGSPORT**

\_\_\_\_\_  
Patrick W. Shull, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Angie Marshall, City Recorder

\_\_\_\_\_  
Date

**Greater Kingsport Alliance for Development**

\_\_\_\_\_  
**Terry Cunningham, Greater Kingsport  
Alliance for Development**

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bart Rowlett, City Attorney

\_\_\_\_\_  
Date

## ATTACHMENT A

### 2022 CDBG PROGRAM

#### DESCRIPTION OF OPERATING AGENCY ACTIVITIES

**OPERATING AGENCY:** Greater Kingsport Alliance for Development

**I. The activities for the 2022 CDBG Project shall consist of the following:**

**A. Purpose of Project.**

**The 2022 GKAD property clearance and demolition project will be used for providing housing to be occupied by L/M income persons** as well as seek to prevent and/or eliminate blighting effects in the City by purchasing vacant, abandoned and/or dilapidated property identified by the City Codes Enforcement office as meeting certain criteria.

L/M Income Housing - The cleared property will be used for providing housing to be occupied by L/M income persons. Rental units for L/M income persons must be occupied at affordable rents. Occupancy of the assisted housing by L/M income households under this subcategory is determined using the following general rules:

- All assisted single unit structures must be occupied by L/M income households,
- An assisted two-unit structure (duplex) must have at least one unit occupied by a L/M income household, and
- An assisted structure containing more than two units must have at least 51% of the units occupied by L/M income households.

When the housing is to be rented, in order for a dwelling unit to be considered to benefit a L/M income household, it must be occupied by the household at affordable rents. The grantee is responsible for establishing the criteria it will use to determine rent affordability for this purpose and must make these criteria public.

This project is environmentally cleared for the demolition of the properties located at 735 & 737 Boone St, 113 Tennessee St, and 122 Tennessee St.

Amended to add 117 Tennessee St and 126 Tennessee St

**B. Method of Operation.**

The City will provide reimbursement to GKAD for the clearance and demolition of identified properties within the corporate limits of the City. Title to any property cleared or demolished under this Agreement will be held by GKAD until such time that it may be developed for L/M Income Housing by GKAD or other not-for-profit entity, under written agreement with GKAD. In any case, whether by sale or development, in the event that property is conveyed to another entity, public or private, GKAD will reimburse the City for an amount no less than the original purchase price value incurred by GKAD.

**In order to demonstrate compliance, the grantee must maintain the following records:**

- A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-unit structure assisted and the number of those units which will be occupied by L/M income households after assistance.
- Total cost of the activity, including both CDBG and non-CDBG funds.
- For each unit claimed to be occupied by a L/M income household, the size and combined income of the household.

- For rental housing only: the rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and w information as necessary to show the affordability of units occupied (or to be occupied) by L/M income households pursuant to criteria established and made public by the grantee.
- Where applicable, records documenting that the activity qualifies under the special conditions regarding the new construction of nonelderly, multi-family housing that will have L/M income occupancy of less than 51%.
- Where applicable, information showing that the housing units assisted, although located in different structures, are authorized to be considered to be located in a single structure under one of the special situations described previously.

**ATTACHMENT B**  
**2022 CDBG Program**  
**IMPLEMENTATION PLAN FOR CDBG PROJECTS**

**OPERATING AGENCY: Greater Kingsport Alliance for Development**

**I. The time table for completing the activities for the project shall be:**

- |    |  |                   |
|----|--|-------------------|
| 1. | Determination of status for Environmental Review | November 1, 2022  |
| 2. | Release of Funds                                 | December 1, 2022  |
| 3. | Begin providing services                         | December 1, 2022  |
| 4. | Contract complete                                | November 30, 2023 |

**ATTACHMENT C**  
**2022 CDBG PROGRAM**  
**PROJECT BUDGET**

**OPERATING AGENCY: Greater Kingsport Alliance for Development**

**CDBG funds will be used as follows:**

**Section 4: Detailed Budget**

*Complete the attached detailed budget forms.*

<b>Project Line Item*</b>	<b>Estimated Cost</b>
See attached program budget	\$41,080.00
<b>TOTAL</b>	<b>\$ 41,080.00</b>

\*Show the costs that will make up the total cost of the Project, not just the cost that will be reimbursed from CDBG funds. (Examples of Budget Items include staff time, costs of supplies, and administrative time.)

<b>Sources of Funds**</b>	<b>Amount of Funds</b>
CDBG	\$41,080.00
Other	\$0.00
Other donations	\$0.00
Private Donations	\$0.00
<b>TOTAL</b>	<b>\$41,080.00</b>

\*\*Include all funding sources that will be used to pay costs of the Project. Examples include CDBG funds, other federal, state and local assistance or grants, private donations, in-kind donations, program income, etc.

**TOTAL FOR GRANT** **\$41,080.00**



## ATTACHMENT D

### Federal Award Identification Worksheet

Operating Agency's name (must match registered name in DUNS)	<b>Greater Kingsport Alliance for Development</b>
Operating Agency's UEI number	<b>DVLTHFW4DKM1</b>
Federal Award Identification Number (FAIN)	B-20-MC-47-0004
Federal award date	July 1, 2022
CFDA number and name	14.218 Community Development Grant Program
Grant contract's begin date	December 1, 2022
Grant contract's end ate	November 30, 2023
Amount of federal funds obligated by this grant contract	<b>\$41,080.00</b>
Total amount of federal funds obligated to the Operating Agency	<b>\$41,080.00</b>
Total amount of the federal award to the City of Kingsport	\$415,412
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson, Director Community Planning and Development U.S. Department of Housing and Urban Development Knoxville Field Office 710 Locust Street, Third Floor Knoxville, TN 37902-2526
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	To be determined by cost allocation plan approved by Operating Agency's cognizant agency

## ATTACHMENT E

### Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Operating Agency should submit only one, completed "Notice of Audit Report" document to the City during the Operating Agency's fiscal year.**

\_\_\_\_\_ is subject to an audit for fiscal year 2022.

\_\_\_\_\_ is not subject to an audit for fiscal year 2022.

Any Operating Agency that is subject to an audit must complete the information below.

Operating Agency's Edison Vendor ID Number: \_\_\_\_\_

Type of funds expended	Estimated amount of funds expended by end of Operating Agency's fiscal year
Federal pass-through funds	
a. Funds passed through the City of Kingsport	a. <b>\$41,080.00</b>
b. Funds passed through any other entity	b. \$ _____
Funds received directly from the federal government	\$ _____
Non-federal funds received directly from the City of Kingsport	\$0.00

Auditor's Name: \_\_\_\_\_

Auditor's address: \_\_\_\_\_

Auditor's phone number: \_\_\_\_\_

Auditor's email: \_\_\_\_\_

## ATTACHMENT F

### Parent Child Information

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). ***The Operating Agency should submit only one, completed "Parent Child Information" document to the City during the Operating Agency's fiscal year if the Operating Agency indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Operating Agency's Edison Vendor ID number: \_\_\_\_\_

Is \_\_\_\_\_ a parent?      Yes       No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is \_\_\_\_\_ a child?      Yes       No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



**AGENDA ACTION FORM**

**Consideration of a Resolution for the Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE)**

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

Action Form No.: AF-155-2023  
Work Session: June 5, 2023  
First Reading: N/A  
Final Adoption: June 6, 2023  
Staff Work By: Jessica Harmon  
Presentation 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, 2023. The Kingsport Higher Education Commission is recommending extending the lease for an additional year with the option to renew it for one more year. The agreements include the ability to renew the lease for one additional year.

These agreements include Blazier-Wilson Hall (RCAT) located at 222 W. Main Street, the Regional Center for Health Professions (RCHP) located at 300 W. Main Street and the Kingsport Center for Higher Education (KCHE) located at 300 W. Market Street. If approved the lease would expire June 30, 2024 with the option to renew until June 30, 2025.

- Attachments:**
1. Resolution
  2. Blazier- Wilson Hall Agreement
  3. Regional Center for Health Professions Agreement
  4. Kingsport Center for Higher Education Agreement

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

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

A RESOLUTION APPROVING THE LEASE AMENDMENTS TO THE LEASES WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL, THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND THE KINGSPORT CENTER FOR HIGHER EDUCATION, TO RENEW THE AGREEMENTS FOR ONE YEAR AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AMENDMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AMENDMENTS

WHEREAS, the city would like to amend the leases with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, for space in the Regional Center for Health Professions (RCHP), located at 300 West Main Street and for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street; and

WHEREAS, the city and the Tennessee Board of Regents would like to renew the leases, set to expire June 30, 2023, with the option to renew for an additional year.

Now therefore,

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

SECTION I. That the Lease Amendment for the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Amendment with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

**LEASE AMENDMENT**

THIS LEASE AMENDMENT is made and entered into as of June \_\_\_\_, 2023 by and between the City of Kingsport, as Lessor, and Tennessee Board of Regents on behalf of Northeast State Community College, as State.

**RECITALS:**

Whereas Lessor and State are parties to a certain Lease Agreement fully executed as of July 9, 2020 ("Lease"), relating to certain premises located at 222 West Main Street, Kingsport, Tennessee; and Whereas, Lessor and State desire to extend the term of the Lease for an additional year.

NOW, THEREFORE, the parties hereby agree to amend the terms and conditions of the Lease specifically as set forth herein:

1. Section 3 **TERM** is deleted in its entirety and replaced with the following:
  3. **TERM:** The term of this lease shall commence on July 1, 2023, and shall end on June 30, 2024, with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual

agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

2. Except as hereinafter modified and amended, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

3. Lessee fully understands that this Amendment is not binding except and until all appropriate State Officials signatures have been fully obtained, approval of this Amendment has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessee.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That the Lease Amendment for the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in the Regional Center for Health Professions (RCHP) located at 300 West Main Street, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Amendment with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

#### LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into as of June \_\_\_\_, 2023 by and between the City of Kingsport, as Lessor, and Tennessee Board of Regents on behalf of Northeast State Community College, as State.

#### RECITALS:

Whereas Lessor and State are parties to a certain Lease Agreement fully executed as of July 9, 2020 ("Lease"), relating to certain premises located at 300 West Main Street, Kingsport, Tennessee and Whereas Lessor and State desire to extend the term of the Lease for an additional year.

NOW, THEREFORE, the parties hereby agree to amend the terms and conditions of the Lease specifically as set forth herein:

1. Section 3 **TERM** is deleted in its entirety and replaced with the following:

3. **TERM:** The term of this lease shall commence on July 1, 2023, and shall end on June 30, 2024, with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

2. Except as hereinafter modified and amended, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

3. Lessee fully understands that this Amendment is not binding except and until all appropriate State Officials signatures have been fully obtained, approval of this Amendment has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessee.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto

[Acknowledgements Deleted for Inclusion in this Resolution]



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

SECTION VII. That the Lease Amendment for the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street, is approved.

SECTION VIII. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Amendment with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

#### LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into as of June \_\_\_\_, 2023 by and between the City of Kingsport, as Lessor, and Tennessee Board of Regents on behalf of Northeast State Community College, as State.

#### RECITALS:

Whereas Lessor and State are parties to a certain Lease Agreement fully executed as of July 9, 2020 ("Lease"), relating to certain premises located at 300 West Market Street, Kingsport, Tennessee and Whereas Lessor and State desire to extend the term of the Lease for an additional year.

NOW, THEREFORE, the parties hereby agree to amend the terms and conditions of the Lease specifically as set forth herein:

1. Section 3 **TERM** is deleted in its entirety and replaced with the following:
  3. **TERM:** The term of this lease shall commence on July 1, 2023, and shall end on June 30, 2024, with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.
2. Except as hereinafter modified and amended, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.
3. Lessee fully understands that this Amendment is not binding except and until all appropriate State Officials signatures have been fully obtained, approval of this Amendment has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessee.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of June, 2023.

\_\_\_\_\_  
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 for the Extension of Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions**

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

Action Form No.: AF-156-2023  
Work Session: June 5, 2023  
First Reading: N/A  
Final Adoption: June 6, 2023  
Staff Work By: Jessica Harmon  
Presentation By: Jessica Harmon

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
The Kingsport Center for Higher Education has two higher education institutions offering programs. They include Northeast State Community College (who manages the facility) and East Tennessee State University. The agreement attached provides the outline for the method by which educational services are provided at the Kingsport Center for Higher Education for the upcoming year.

The sub-lease agreement attached will be between Northeast State Community College and East Tennessee State University and outlines the parameters for space utilization. This agreement must be approved by the board to allow Northeast State Community College to sublease space pursuant to the lease agreement for the KCHE between the city and Northeast State. The sublease agreement outlines space allocated to each institution.

Each participating institution will pay a \$50,000 annual fee to Northeast State Community College and be eligible to provide programs approved by the Commission. The agreement is the same as the agreement last year and will be in effect for a one-year period.

- Attachments:**
- 1. Resolution
  - 2. Sublease Agreement

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITY BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

WHEREAS, East Tennessee State University and Northeast State Community College offer programs at the Kingsport Center for Higher Education; and

WHEREAS, an agreement is needed with East Tennessee State University to offer educational services at the Kingsport Center for Higher Education for the upcoming school year;

Now therefore,

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

SECTION I. That an agreement with East Tennessee State University for educational services at the Kingsport Center for Higher Education is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with East Tennessee State University for educational services at the Kingsport Center for Higher Education, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being generally as follows:

Agreement between City of Kingsport  
And [NAME OF INSTITUTION]

This Agreement shall be in effect from July 1, 2023, through June 30, 2024 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and [NAME OF INSTITUTION]; WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

**Section 1.** The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

**Section 2.** Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to

bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

**Section 3.** All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case-by-case basis.

**Section 4.** At its discretion, and upon approval by the Kingsport Higher Education Commission, the Institution may offer any upper division level program (junior, senior or graduate level). The Kingsport Higher Education Commission will not deny a program based upon the fact that similar program is being offered by another member institution. New programs shall be submitted in writing to the Kingsport Higher Education Commission prior to each semester, and before advertising.

**Section 5.** Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC within 30 days of receipt of invoice.

**Section 6.** Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

**Section 7.** The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

**Section 8.** The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

**Section 9.** The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

**Section 10.** The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

**Section 11.** This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

**SECTION IV.** That the sublease agreement, subleasing a portion of the Kingsport Higher Education Center to East Tennessee State University by Northeast State Community College to enable such entity to provide the programs set out in the various agreements with the City of Kingsport at the Kingsport Center for Higher Education are approved, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, are authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper and to take such acts as necessary, to effectuate the purpose of this resolution.

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

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

ADOPTED this the 6<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



